TENDER DOCUMENT

FOR

ANNUAL MAINTENANCE SERVICES OF CRITICAL DATA CENTRE EQUIPMENT

KRA/HQS/NCB-008/2017-2018

TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 2817022
EMAIL: eprocurement@kra.go.ke
NAIROBI, KENYA.

CLOSING DATE: 10TH October, 2017
TIME: 11:00 AM

PRE-BID: 26TH September, 207
TIME: 10.00 AM

CHECKLIST FORM

This form has been provided to help bidders in preparation of their bids ensuring that all the tender mandatory requirements are in place. Bidders are therefore required to tick once they attach or fill/sign the documents that the tender has requested for.

S/N	ITEM DESCRIPTION	Mandatory
		Kindly tick once attached
1.	Copy of valid Tax Compliance Certificate	
2.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
4.	Tender Security	
5.	Letter from the bank indicating that the firm is currently operating an account	
6.	Dully **filled, signed and stamped** Confidential Business Questionnaire	
7.	Manufacturer Authorization form **(Signed)**	
8	**Duly filled** and **signed** Form of tender	

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SECTION I INVITATION TO TENDER

DATE _____

TENDER REF NO. KRA/HQS/NCB-008/2017-2018

TENDER NAME: ANNUAL MAINTENANCE SERVICES OF CRITICAL DATA CENTRE EQUIPMENT

1.1 The Kenya Revenue Authority invites sealed bids from eligible candidates for the **Annual Maintenance Services of Critical Data Centre Equipment.**

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of **Kenya Revenue Authority**, **Procurement & Supplies Services Division, Haile Selassie Avenue, Times Tower, 25th Floor** during normal working hours.

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box on **Ground Floor, Times Tower Building, Haile Selassie Avenue, Nairobi,** or be addressed to **Kenya Revenue Authority**, **Procurement & Supplies Services Division, Haile Selassie Avenue, Times Tower Building,** so as to be received on or before **Tuesday, 10th October, 2017 at 11:00 am.**

Tenders must be accompanied by a **Bid Security of Kshs 250,000.00** as specified in the tender documents.

1.5 Prices quoted should be inclusive of all taxes and delivery costs, and must be in Kenya shillings or any other freely convertible currency and shall remain valid for **150 days** from the closing date of the tender.

Submission of bids shall be in **Two Envelopes** and clearly marked: -

1.6 **KRA/HQS/NCB-008/2017-2018– Technical (Original, Copy and Editable Electronic Copy)**

KRA/HQS/NCB-008/2017-2018 – Financial (Original, Copy and Editable Electronic Copy)

1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Convention Centre** on **5th Floor, Times Tower Building.**

Any canvassing or giving of false information will lead to automatic disqualification.

For: **Commissioner General - Kenya Revenue Authority**

SECTION II - INSTRUCTIONS TO TENDERERS

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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/services by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The Kenya Revenue Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and 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 Kenya Revenue Authority (KRA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods/services 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 KRA, 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 shall not exceed Kshs.1,000.00/=

All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

2.4 The Tender Document

2.4.1 The Tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

(i) Invitation to Tender
(ii) Instructions to Tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of requirements
(vi) Technical Specifications
(vii) Tender Form and Price Schedules
(viii) Tender Security Form
(ix) Contract Form
(x) Performance Security Form
(xi) Bank Guarantee for Advance Payment Form
(xii) Manufacturer's Authorization Form
(xiii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the 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 KRA's 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 KRA, 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 KRA, 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 the Tender

2.8.1 The tender prepared by the Tenderers shall comprise the following components:

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;

(b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall include all

costs including taxes, insurances and delivery to the premises of the KRA.

2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.10.4 The validity period of the tender shall be 120 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 the Authority'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 Authority'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; and

(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 Authority; and

(c) a clause-by-clause commentary on the Authority's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3 (c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8.

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in

the form provided in the tender documents or another form acceptable to the Authority and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Authority as non-responsive, pursuant to paragraph 2.22.

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Authority.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the Authority on the Tender Form; or

(b) in the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.27;

or

(ii) to furnish performance security in accordance with paragraph 2.28.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for **150 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the Authority pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Authority as non-responsive.

2.15.2 In exceptional circumstances, the Authority 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 bidder shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," and editable electronic copy as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the

tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Authority at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE TUESDAY 10TH OCTOBER, 2017**"

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 Authority 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 Authority at the address specified under paragraph 2.17.2 no later than **TUESDAY 10TH OCTOBER, 2017' at 11.00 AM**

2.18.2 The Authority 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 Authority 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 Authority 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 2.14.8

2.19.5 The Authority 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 Authority 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 Authority will open all tenders in the presence of Tenderers' representatives who choose to attend, at **11:00 AM** on "**TUESDAY 10TH OCTOBER, 2017**"in the location specified in the Invitation to Tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Authority, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Authority 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 Authority 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 Authority in the Authority'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 Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3 The Authority may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Authority 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 Authority determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Authority 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 Authority 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 Tender

2.24.1 The Authority 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.

2.24.4 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.

2.24.5 The KRA'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.

2.24.6 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan***

The KRA 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 KRA'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 KRA may consider the alternative payment schedule offered by the selected tenderer.

2. 24.7 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.24.8 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.

2.25 Preference

2.25.1 Kenya Revenue Authority does not allow any margin of preference.

2.26 Contacting the Kenya Revenue Authority

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the

Authority 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 Authority 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 Authority 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 Authority 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 Authority 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 Authority 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) KRA's Right to Vary Quantities

2.27.5 The Authority 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) KRA'S Right to Accept or Reject Any or All Tenders

2.27.6 The Authority 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 Authority's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Authority 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 Authority 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 Authority notifies the successful tenderer that its tender has been accepted, the Authority 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 Authority

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Authority, 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 Authority.

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 Authority 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 Authority 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 Kenya Revenue Authority, 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 Kenya Revenue Authority of the benefits of free and open competition;

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

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	This invitation for Tenders is open to all Tenderers eligible as described in the Invitation to Tender. Bidders are supposed to have appropriate and valid business registration. **LOT 1: IBM Servers & Storage** **LOT II: HP- Servers** **LOT III: Dell Servers & Storage.** **LOT IV: Oracle Servers & Storage** **LOT V : Data Centre Core LAN Equipment**
2.1.2	The declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire
2.3.2	The bid document shall be charged Kshs.1,000 per set for hard copy and free for downloaded copy.
2.10.4	Tender Validity Period is 150 days from "**TUESDAY 10TH OCTOBER, 2017**" Tender prices are to be quoted in Kenya Shillings or any other freely convertible currency.
2.13.1	The clause-by-clause commentary of the technical specifications is given in the Clause by clause tables of Technical specifications.
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.16.3	Bulky tender documents that cannot fit into the **Tender box** to be received at the procurement office, Ground floor, Times Tower Building. Envelopes should be stamped and initialed at time of receipt.
2.17	This tender is based on the **two-envelope** bid system. The bidder must submit a bid which has a technical proposal in one envelope and a financial proposal in another envelope with editable electronic copies. These two envelopes are then placed in one envelope to form a complete bid. Bids must be submitted in **TWO copies**.
2.20.1	Opening of Technical Proposals will be done in public at the time of closing the tender.
2.22	Opening of Financial Proposals of the bids that meet the minimum technical specifications will be done upon completion of the technical evaluation. The qualified bidders will be invited to witness the opening of the Financial proposals.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.

Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

The bid evaluation **will** take into account technical factors in addition to cost factors. The weight for price is 20% while the weight for technical specifications is 80%. Bidders must conform to the specific Technical Requirements in Section IV.

2.24 The bid evaluation will be a Quality and Cost Based taking into account **technical factors**, in addition to **cost factors**. The weight for financial evaluation is **20%** while the weight for technical evaluation is **80%**. Bidders must conform to the specific Technical Requirements**.**

2.25 The Authority will not grant any preferences

2.27 The evaluation of the responsive bids will take into account **technical factors** in addition to **financial factors**. An Evaluated Bid Score **(B)** will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B \equiv \frac{C_{low}}{C} X \ + \ \mathrm{T}$$

Where:

C = Evaluated Bid Price

C low = the lowest of all Evaluated Bid Prices among responsive bids

T = the total Technical Score awarded to the bid

X = weight for the Price as specified in the BDS (i.e. 0.2)

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award.

2.30 The performance security required will be 10% of the Contract Value.

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 Kenya Revenue Authority (KRA), the organization purchasing the Goods under this Contract.

(e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

(f) "GCC' means the General Conditions of Contract

(g) "SCC' means the Special Conditions of Contract

(h) "Day' means calendar day

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Authority 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 Authority's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Authority 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 Authority'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 KRA on completion of the Tenderer's performance under the Contract if so required by the Authority.

3.6 Patent Rights

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 Authority'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 Authority 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 Authority 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 Authority, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Authority 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 Authority or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Authority 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 Authority.

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 alternations necessary to make specification requirements free of costs to the Authority.

3.8.4 The Authority'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 KRA as specified in the contract.

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14 Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Authority'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 Authority 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 periods) specified in the Contract, or within any extension thereof granted by the Authority;

(b) if the tenderer fails to perform any other obligation(s) under the Contract;

(c) if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event the Authority 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 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 Authority 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.

3.21 Notices

3.21.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other by post, Fax or Email and confirmed in writing to the other party's address specified in SCC

3.21.2 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. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.
3.9	**Packaging** 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. All packages must be clearly labeled with description of contents and quantities.
3.10	Delivery **The Annual Maintenance Service for KRA Data Centre Critical Equipment** will be supplied and delivered at Times Tower Data Centre. Conditions of delivery will be in the Local service order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LPO).
3.12	**Payment Terms** The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery, commissioning and signing of acceptance report for capital expenses. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.
3.13	**Prices** 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. All prices quoted by the tenderers must be inclusive of all taxes, discounts and delivery costs to Corporate Business Centre, Nairobi, Kenya
3.17	**Liquidated Damages** If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of twenty (20) days. No deliveries shall be accepted after the twentieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, **"days"** means working days.

3.19	The language of all correspondence and documents related to the bid is: **English**. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.
3.21	**Notices** **Kenya Revenue Authority** **Deputy Commissioner-Procurement & Supplies Services** **Times Tower Building, 25th Floor,** **P.O Box 48240– 00100 GPO,** **Tel. +254 020 2817022** **Nairobi, Kenya.** **Email erprocurement@kra.go.ke** **website: www.kra.go.ke**

I/We hereby certify that I/We have read the special conditions of contract (Section E), confirm that I/We have understood and I/We shall abide by them.

Tenderer---------- Date----------

Signature---------- official Rubber stamp----------

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 General

The Kenya Revenue Authority requires for the **Annual Maintenance Services of Critical Data Centre Equipment**

5.2 Submission of Bids

(i) The Tenderer must submit a **two-envelope bid** comprising the following:

Technical: -comprising of the following documents

- Tender Notice/Invitation to Tender.
- Confirmation of submission of Two envelopes bid
- Tender Security amounting to **Kshs 250,000.00** valid for 180 days
- Certificate of Incorporation/Registration.
- Manufacturers Authorization/ Accreditation for equipment covered in the lot bided for.
- A signed back-to-back support agreement with OEM with an undertaking to provide spares for the equipment bided for the whole contract period.
- Key personnel skills and competencies that relates to the equipment bided for.
- Client References – Provide evidence (Completion Certificate / Execution Certificate) of successful previous maintenance service of similar value and scope for equipment bided for.
- Duly Filled and signed Confidential Business Questionnaire.
- Valid Tax Compliance Certificate.
- Bank Reference Letter
- Power of Attorney.

Financial: - comprising of:

Tender Form, Financial Summary Proposal

Submission Form and Price Schedules (only)

(ii) Sealing and Marking of Bids:

The inner envelopes should be clearly marked as follows:

ORIGINAL TECHNICAL	A: KRA/HQS/NCB-008/2017-2018
COPY TECHNICAL	B: KRA/HQS/NCB-008/2017-2018
ORIGINAL FINANCIAL	A: KRA/HQS/NCB-008/2017-2018
COPY FINANCIAL	B: KRA/HQS/NCB-008/2017-2018

Originals to have editable electronic copies
The envelopes shall then be sealed in an outer envelope.
The inner and outer envelopes shall be addressed to

Commissioner General

Kenya Revenue Authority

P.O Box 48240, 00100

Nairobi.

5.3 Tender Responsiveness Criteria

The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and suitability of the Bid. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

	Description of Criteria
1.	**Submission of Tender Documents** ▪ Two envelope –bid ▪ Power of Attorney[1] ▪ Bid security amounting to **Kshs 250,000.00** valid for 180 days ▪ Manufacturer's authorization/accreditation as required in the schedule of requirements ▪ Dully filled, Signed & Stamped Form of Tender. ▪ Mandatory Signed-Off Site Survey Sheet.
2.	**Company Profile** ▪ Attach copy of Registration of Business/Certificate of Incorporation ▪ Duly filled and signed Confidential Business Questionnaire
3.	**Proof of Financial Resources** Reference Letter from Bank
4.	**Social Obligations** Submit certificate of compliance for the following; ▪ Valid Tax Compliance Certificate[2]

[1]Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

2 A Current Certificate of Compliance should be sought from the KRA in the case of local suppliers or agents. International bidders will be required to swear an affidavit to the effect that they have complied with taxation requirements in their country.

5.4 Vendor Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers.
The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 20% of the total tender evaluation.

Description of Criteria	**Maximum Score**	**Cut Off Score**
Managerial and Key Personnel Competency Profiles Key Staff Competency Profiles (Attach 3 CVs inclusive of relevant technical experience of key staff indicating skills relevant to the requirements.)e.g. Certificates to be attached **Academic Qualification:** Degree……**1.5 marks** Diploma……...**1 mark** **Experience** 5 years and above…. **1.5 marks** Below 5 years……**1 mark**	9	4.5
Experience/Reputation of the Firm ▪ Indicate number of continuous year of service in the field related to Data Centre Critical Equipment Maintenance & Servicing. 5 years and above.....**3 marks** Below 5 years.....**2 mark** ▪ Reference Sites/clients relevant to this project (at least three (3) major clients (comparable organization to KRA) and include a brief description of service scope rendered, value of contracts, and contact person phone number and email addresses) for similar equipment category bidded for. Please refer to the experience checklist in Section 5.4. **6 marks** (**2 marks** for each reference letter with full details)	9	4.5
Proposed Methodology Implementation Approach, Methodology and Work Plan as required in this tender.	2	1
Total Score	**20**	**10**

5.5 Tender Evaluation Criteria

The tender evaluation criteria is weighted as follows; -

Criteria	**Maximum Score/Requirement**
Tender Responsiveness	Mandatory
Vendor Evaluation	20
Technical Specifications	60
Financial Evaluation	20
Totals	**100**
Post Qualification Evaluation	KRA has an option to make site visits to the bidder's premises to ascertain its capability of delivering the maintenance service and/or seek for third party collaboration to the successful bidder's reference sites to confirm the authenticity of the sites and the scope of work done.

SECTION V - TECHNICAL SPECIFICATIONS

ANNUAL MAINTENANCE SERVICES OF CRITICAL DATA CENTRE EQUIPMENT

1. Scope of Service

KRA has an established Data Center in Times Tower, Haile Selasie Road that is operated on a 24 X 7 X 365 basis. Bids are hereby invited for a Comphrensive Annual Maintenance Services for the various equipment to run for a period of ***One (1)*** years. The equipment is categorised into five (5) lots, each to be evaluated independently. Prospective bidders are required to bid for one or more lot(s) as applicable. Since all the equipment covered by lot of Cisco brand, the targeted maintenance service is the SmartNet Service.

Evaluation of the bid shall be made only on total quoted price for a lot and not on individual equipment.

The Data Center equipment whose details is as per the Annexure 1 consists of the following:

Lot 1: IBM servers and Storage

Lot 2: HP servers

Lot 3: Dell servers and storage

Lot 4: Oracle servers and storage

Lot 5: Data Centre Core LAN Equipment

The Successful bidder is required to provide maintainance services for each lot bidded for as per the proposed schedule of rates in Annexure 3. The successful bidder is envisaged to meet stringent uptime requirement for the lot contracted for so as to ensure smooth and continuous operations of the Data Centre. The bidder is also required to negotiate an SLA with the Authority for the AMC that will be based on the KRA's internal standards.

The number of equipment in a lot under AMC can be increased or decreased at the discretion of KRA. The payment shall be made for actual number of equipment under AMC on pro-rata basis.

KRA reserve the right to review the ongoing AMC after period of one year. KRA reserve the right to either terminate the agreement after period of one year or review/amend it as mutually agreed upon between KRA and successful bidder.

General Mandatory Requirements

Successful bidder:

1. Must have successfully executed at least one (1) AMC (Annual Maintenance Contract) comprising of equivalent number of equipment for Government or any other reputable organization in Kenya for the last last three (3) financial years for which completion certificate from the said organization has to be submitted. In case of ongoing AMC, satisfactory execution certificate needs to be enclosed.

2. Shall provide OEM's Authorized Service Provider Certificate for the equipment in the lot bidded for (***Annexure 2***). The certificate must cover all the equipment in the lot. Any arrangement through a third party will **NOT** be accepted.

3. Shall provide/arrange AMC support for above mentioned equipment lot directly from their OEM (Original Equipment Manufacturer) through a back to back support agreement ***(As per the manufacturer's Authorization Certificate)***.

4. Must take part in a mandatory signed off site survey to assess the scope of the service ***(As per Annexure 6)***

5. Shall arrange regular Manufacturer-delivered technical training sessions to the KRA team with the OEM or their representatives for the equipment bidded for and also new similar entrants. The bidder **MUST** factor at least three (3) such trainings per year for a minimum of three (3) officers in the finacial bid.

After expiry of the Contract, all the machines are to be handed over by the outgoing AMC Contractor to the in - charge or to the new AMC Contractor within 7 working days of expiry of Contract in working conditions and a certificate to this effect is required to be obtained by the Contractor from the concerned Officer in-charge of the maintenance and to be produced along with the final claim of the AMC charges. The faults pointed out by new AMC Contractor during the inspection before takeover of the equipments are to be rectified within next one working day by the outgoing AMC Contractor, and any further delay in rectification of faults thus pointed out shall make him liable for imposition of penalty as per AMC terms and conditions applicable to outgoing AMC Contractor. Failure to handover all the machines within 7 days will attract penalty at the rate negotiated in the SLA.

2. Support and Maintenance

The scope of work for the Successful bidder will be as under:

Maintenance Support Services (MSS)

Successful bidder shall provide Maintenance Services for all the specified hardware infrastructure for alot bided for for. This involves comprehensive maintenance of all components covered under the

contract, including repairing, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spare parts and to ensure that the system/equipment is operational as per the negotiated SLA requirements. This will include preventive & corrective maintenance services.

Preventive Maintenance Services (PMS)

The services shall be conducted twice (2) a unless if recommended otherwise by an OEM for any item covered. The bidder will have to notify KRA of the preventive schedule not less than fourteen (14) days in advance for the processing of the required approvals. Following preventive maintenance services are required to be taken up by the bidder on a regular basis as per decided schedule: -

a. Preventive maintenance consisting inspection, cleaning of the equipment, testing, satisfactory execution of all diagnostics, necessary repairing of the equipment etc. bidder has to complete as per the schedule.

b. Trouble shooting of all hardware components whenever required and / or communicated by KRA.

c. Other preventive maintenance activities of components as per their manufactures' recommendation/ advice.

Corrective Maintenance Services (CMS)

Successful bidder shall carry out Corrective Maintenance Services as and when required upon receiving information of any fault in the equipment covered under the contract as per SLA.

The bidder shall carry out troubleshooting & replacement of faulty equipment/ parts as and when required in co-ordination with the KRA authorized employee.

The bidder may provide standby equipment / parts in substitution of the fault equipment / parts, for time being, if the expected time to repair / replacement of faulty equipment / part is higher and downtime caused due to this is affecting the whole system adversely.

The standby equipment / part shall be of similar configuration, in good condition, integratable into the whole system/part and acceptable to KRA and a prior approval obtained from the Authority.

The bidder shall maintain an inventory of KRA complaints and details of the time taken to close a complaint as provided in the SLA. These reports will be forwarded to KRA every three (3) months or whenever required.

Tie up with OEM/ Manufacturer:

The bidder **SHALL** have authorization with the respective OEMs/ Manufacturers / vendor as specified in bid, for providing maintenance support for a period defined in (1) above **for** the lot items bided for and as given in **Annexure 1.** The bidder shall submit OEM's authorization for providing maintenance services for entire contract period as per **annexure 2**. KRA will carry out a verification of the document(s) authenticity from the respective OEM.

3. Project Management

The Successful bidder will appoint an Account manager for KRA account who will be responsible for managing the complete service delivery during the contractual arrangement between KRA and the bidder for preparation and delivery of all monthly as well as all invoicing relating to the services being delivered.

The project manager responsibility essentially covers the following :

1. Overall responsibility for delivery of the AMC, Performance Measurement and Service Level Agreement (SLA).
2. Act as a primary interface to KRA for all matters that can affect the baseline schedule and cost of the project.
3. Act as the focal point for all regular and ad hoc communications with KRA.
4. Provide strategic and tactical recommendations in relation to technology related issues.
5. Provide escalation to Bidders' senior management if required.
6. Conduct regularly scheduled project status meetings (as stated in the SLA).
7. Identify and resolve problems and issues together with KRA.
8. Responsible for preparation and delivery of all monthly reports

KRA will nominate contact person(s) who will be responsible for the operationalization of the AMC and to act as the single point of contact with the contractor relative to the Management activity and who shall have the authority to act on KRA's behalf in all matters regarding this AMC.

Escalation Procedure

Successful bidder will provide a detailed escalation procedure with telephone and email contacts for persons to be contacted.
Work order number shall be provided by the contractor for each call. KRA team shall provide assistance to successful bidder in order to diagnose the problem, however the responsibility of sending service engineer on timely basis solely on the successful bidder to attend the call, take the log (if required) and close the call within the time specified in SLA.

Service Level Agreement (SLA)

The successful bidder shall maintain overall 99% uptime or higher *(as per the negotiated SLA)* of equipment under AMC contract on monthly basis. Failing which KRA reserves the right to terminate the contract and forfeit the performance bank guarantee. In case any critical equipment get down (like

Storage etc) due to which all commercial activity of the Data Center get hampered, these kind of event shall be treated as complete Data Center down and SLA shall be applied accordingly.

The SLA will detail on response time matrix to be observed in the contract for the various incidents as dictated by its priority and its effect on the system operation. The response time matrix applicable as per KRA internal standards is as follows:

Priority	**Definition**	**Response time**	**Resolution Time**
Priority 1 ~ Critical Impact	Service Down (all work stops)	Response Immediate	2 hours.
Priority 2 ~ High Impact Localized Disruption	Group Inoperative (Group work stops) e.g. access to multiple locations	within 30 minutes	4 hours.
Priority 3 ~ Moderate Impact	Individual work is stopped	within 2 hours	8 hours.
Priority 4 ~ Minimal Impact	(Work can continue) e.g. Software functionality problems	within 4 hours	24 hours.
Priority 5~ Scheduled Process	Individual Configuration (work can continue) e.g. Software upgrades, scheduled computer replacements/relocations/new installations*. IT equipment Repair	within 1 day	48 hours.

The SLA will detail the procedures, approvals and responsibility matrix to be observed for planned down times. Terms of Payment will form part of the SLA. Penalty for delay in services dictated by the reponse times will be negotiated as part of the SLA.
Bidders are required to provide their proposed SLA document in the tender document that will form basis of the negotiation.

4. Reporting Obligations

Successful bidder shall provide their escalation matrix, contact number and email address for registration of complaints/ work orders.

5. Technical Competence

The successful bidder shall be liable to provide trained/ qualified service engineers (both Hardware and Software) to perform maintenance of equipment lot bided for.

The successful bidder must have at least two trained engineers for every equipment lot bided for. Resumes and copies of certification should be provided.

TECHNICAL EVALUATION CRITERIA

Important Notes

1. Requirement numbers ***1 and 2*** are **MANDATORY. Anyone not meeting them should be dropped.** Pass mark for other clause is 50 marks out of 70.

	REQUIREMENTS	BIDDER'S RESPONSE	Max. Score
1.	**Manufacturer's Authorization** The bidder must be OEM/ an authorized system integrator for sale, support and services of the OEM who meets the criteria under Eligible Goods and Services of the products being quoted in this bid. The bidder must attach Authorization Certificates for all the quoted products from respective OEMs.		Met or not Met
2.	**Back-end support agreement** The bidder should have a back-end support agreement including spare parts, expertise requirements for maintenance support with the Original Equipment Manufacturers (OEMs) of all the item mentioned in the bid ***(as per annexure 2).***		Met or not Met
3.	Manufacturer-delivered technical training sessions to the KRA team. The bidder **MUST** factor at least three (3) such trainings per year for a minimum of three (3) officers in the finacial bid.		15
4.	A technical proposal with an exhaustive details on scope of support and maintenance service for the following components: i. Maintenance Support Services (MSS) ii. Preventive Maintenance Services (PMS) iii. Corrective Maintenance Services (CMS) iv. Project Management		20
5.	**Technical Competence** The bidder should have support office in Nairobi with minimum 5 support engineers on company payroll ***(as per annexure 5)*** At least two (2) officers trained per equipment bidded for Attached training certificates		6

6.	**References** Evidence of execution (or on-going) of at least one (1) AMCs equivalent to to KRA for the last three (3) years Proof should be submitted in form of Completion certificates for completed AMCs and Execution certificate for on-going AMCs		4
7.	**SLA** A proposed detailed response matrix to be observed in the contract (as per the best practices). This matrix will be part of the detailed SLA to be negotiated with successful bidder. A response matrix that closely relates to the one for KRA is desired.		6
8.	**Escalation Procedure and reporting obligations** The bidder will provide a detailed escalation procedure with telephone and email contacts for persons to be contacted		10
9.	Mandatory signed-off site survey to assess scope of service **(as per annexure 6)**		6
10.	Undertaking for authenticity of spare **parts (as per annexure 4)**		3
		Total	**70**

ANNEXES

Annexure 1: List of Equipment

Lot 1: IBM Servers and Storage

IBM X-Series

	SN	MODEL	CPU	RAM	OS
1.	99D4999	IBM x3850 M2	16 X Intel(R) Xeon(R) CPU X7350 @2.93GHz	52 GB	SUSE Linux Enterprise Server 10 (x86_64)
2.	99D5000	IBM x3850 M2	16 X Intel(R) Xeon(R) CPU X7350 @2.93GHz	52 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
3.	99D4983	IBM x3850 M2	16 X Intel(R) Xeon(R) CPU X7350 @2.93GHz	58 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
4.	06WXWM5	IBM x3630 M4	6 X Intel(R) Xeon(R) CPU E5 - 2440 @2.40GHz	68 GB	Microsoft Windows Server 2012 Standard 64-bit
5.	06WXWM4	IBM x3630 M4	6 X Intel(R) Xeon(R) CPU E5 - 2440 @2.40GHz	68 GB	Microsoft Windows Server 2012 Standard 64-bit
6.	06WXWM6	IBM x3630 M4	6 X Intel(R) Xeon(R) CPU E5 - 2440 @2.40GHz	68 GB	Microsoft Windows Server 2012 Standard 64-bit
7.	06WXWM2	IBM x3630 M4	6 X Intel(R) Xeon(R) CPU E5 - 2440 @2.40GHz	68 GB	Microsoft Windows Server 2008R2 SP1 Enterprise 64-bit
8.	06WXWM3	IBM x3630 M4	6 X Intel(R) Xeon(R) CPU E5 - 2440 @2.40GHz	68 GB	Microsoft Windows Server 2008R2 SP1 Enterprise 64-bit
9.	06WXWM1	IBM x3630 M4	6 X Intel(R) Xeon(R) CPU E5 - 2440 @2.40GHz	68 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
10.	06WXWM5	IBM x3630 M4	6 X Intel(R) Xeon(R) CPU E5 - 2440 @2.40GHz	68 GB	Microsoft Windows Server 2012 Standard 64-bit
11.	06WXWM7	IBM x3630 M4	6 X Intel(R) Xeon(R) CPU E5 - 2440 @2.40GHz	68 GB	
12.	06Y4368	IBM X3850 X5	80 X Intel(R) Xeon(R) CPU E7 - 4870 @2.40GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
13.	06Y4374	IBM X3850 X5	80 X Intel(R) Xeon(R) CPU E7 - 4870 @2.40GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
14.	06Y4373	IBM X3850 X5	80 X Intel(R) Xeon(R) CPU E7 - 4870 @2.40GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
15.	99D4993	IBM X3850 M2	16 X Intel(R) Xeon(R) CPU x7350 @ 2.93GHz	94 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
16.	99D4981	IBM X3850 M2	16 X Intel(R) Xeon(R) CPU x7350 @ 2.93GHz	94 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
17.	99D4990	IBM X3850 M2	16 X Intel(R) Xeon(R) CPU X7350 @ 2.93GHz	52 GB	
18.	99D5002	IBM X3850 M2	16 X Intel(R) Xeon(R) CPU X7350 @ 2.93GHz	52 GB	SUSE Linux Enterprise Server 11.2 (x86_64)

19.	99D4988	IBM X3850 M2	16 X Intel(R) Xeon(R) CPU X7350 @ 2.93GHz	80 GB	Microsoft Windows Server 2003 R2 X64 Enterprise

IBM Power Series

	SN	MODEL	CPU	RAM	OS
1.	65-D9673	IBM Power 6	16 X ppc64 (power 6) 3.504 GHz	50 GB	AIX 7.1
2.	8406AE7	IBM Power7 795	32 X IBM Power 7 Cores @ 4 GHz	256 GB	AIX 7

IBM Blade Servers

1.	06ALER9	IBM BladeCenter HS22	16 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	32 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
2.	06CKHX0	IBM BladeCenter HS22	16 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	32 GB	SUSE Linux Enterprise Server 11.2 (x86_64)
3.	06CKHX1	IBM BladeCenter HS22	16 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	32 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
4.	06CKHWB	IBM BladeCenter HS22	16 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	32 GB	RHEL Server 7
5.	06CKHW6	IBM BladeCenter HS22	16 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	32 GB	SUSE Linux Enterprise Server 11.2 (x86_64)
6.	06CKHW7	IBM BladeCenter HS22	16 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	32 GB	SUSE Linux Enterprise Server 11.2 (x86_64)
7.	06CKHW3	IBM BladeCenter HS22	16 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	32 GB	RHEL Server 7
8.	06CKHW1	IBM BladeCenter HS22	16 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	32 GB	SUSE Linux Enterprise Server 11.2 (x86_64)
9.	06CKHW4	IBM BladeCenter HS22	16 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	32 GB	SUSE Linux Enterprise Server 11.2 (x86_64)
10.	06CKHW9	IBM BladeCenter HS22	16 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	32 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
11.	06CKHW2	IBM BladeCenter HS22	16 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	32 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
12.	06XTHM4	IBM BladeCenter HS23	24 X Intel(R) Xeon(R) CPU E5-2640 0 @ 2.50GHz	48 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
13.	06XTHM5	IBM BladeCenter HS23	24 X Intel(R) Xeon(R) CPU E5-2640 0 @ 2.50GHz	16 GB	RHEL Server 6.5

HS22					
Upper Chasis L-R (Chasis 5)					
1.	06AZ281	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	SUSE Linux Enterprise Server 11.3 (x86_64)
2.	0677568	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	SUSE Linux Enterprise Server 11.3 (x86_64)

3.	06P2819	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	RHEL Server 7
4.	0677578	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	SUSE Linux Enterprise Server 11.3 (x86_64)
5.	06AZ273	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	
6.	06AZ253	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	SUSE Linux Enterprise Server 11.3 (x86_64)
7.	06AZ283	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	Windows Server 2012
8.	06AZ254	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	SUSE Linux Enterprise Server 11.2 (x86_64)
9.	06AZ231	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	
10.	06AZ282	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	SUSE Linux Enterprise Server 11.3 (x86_64)
11.	06AZ249	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	SUSE Linux Enterprise Server 11.3 (x86_64)
12.	06AZ263	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	SUSE Linux Enterprise Server 11.3 (x86_64)
13.	06AZ233	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	

Lower Chasis L-R (Chasis 4)					
1.	06AZ223	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	
2.	06W7253	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	
3.	06AZ248	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	RHEL Server 7
4.	06AZ224	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	
5.	06AZ021	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	
6.	06AZ251	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	
7.	06AZ267	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	
8.	0677569	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	Oracle Linux 7.1
9.	0677562	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	
10.	06P2831	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	
11.	06Y7727	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	
12.	0677574	IBM BladeCenter	8 X Intel(R) Xeon(R) CPU E5620	96GB	

		HS22	@ 2.40GHz		
13.	06AZ261	IBM BladeCenter HS22	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	96GB	

1.	06TEPA9 & 06TEPA2	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
2.	06TENY8 & 06TEPB2	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
3.	06TENZ2 & 06TEPA6	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
4.	06TEPB3 & 06TEPB8	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
5.	06TEPC2 & 06TEPA7	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
6.	06TEPA3 & 06TEPC0	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	RHEL Server 7

1.	06TEPC6 & 06TENZ5	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	Vmware Esx i5.5.0
2.	06TEPB6 & 06TEPC9	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	RHEL Server 7
3.	06TENZ6 & 06TEPC1	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	RHEL Server 7
4.	06TEPA5 & 06TEPA4	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	RHEL Server 7
5.	06TEPA1 & 06TENZ1	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	RHEL Server 7
6.	06TEPC5 & 06TEPC7	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
7.	06TEPA8 & 06TEPA0	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	Vmware Esx i5.5.0
8.	06TENZ7 & 06TEPC4	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)

9.	06TENZ8 & 06TEPC7	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
10.	06TENZ4 & 06TEPB7	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
11.	06TEPB9 & 06TENZ0	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
12.	06TEPB0 & 06TEPB4	IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
13.		IBM BladeCentre HX5	48 X Intel(R) Xeon(R) CPU E7 - 4807 @1.87GHz	512 GB	SUSE Linux Enterprise Server 11.3 (x86_64)

Lot 2: HP servers

HP Stand-Alone Servers

	SN	MODEL	CPU	RAM	OS
1.	SGH842YAPM	HP Proliant DL 580 G5	4 X Intel(R) Xeon(R) CPU X7350 @ 2.93GHz	32 GB	Microsoft Windows Server 2008 R2 X64 Enterprise
2.	CZC8274ZGS	HP Proliant DL380 G5	4 X Intel(R) Xeon(R) CPU E5335 @ 2.00GHz	4 GB	Microsoft Windows Server 2003 Standard
3.		HP Proliant DL380 G6	16 X Intel(R) Xeon(R) CPU X5560 @ 2.80GHz	12 GB	Microsoft Windows Server 2008 R2 X64 standard
4.	CZ240104B2	HP Proliant DL 380p Gen 8	4 X Intel(R) Xeon(R) CPU E5-2609 @ 2.40GHz	8 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
5.	CZ20070D9N	HP Proliant DL 380 G6	16 X Intel(R) Xeon(R) CPU X5560 @ 2.80GHz	12 GB	Microsoft Windows Server 2008R2 x64 Standard SP1
6.	GB8849B9M8	HP Proliant ML370 G5	4 X Intel(R) Xeon(R) CPU E5420 @ 2.50GHz	2 GB	Microsoft Windows Server 2008 SP 1 Standard x64
7.	CZCB274ZHI	HP Proliant DL380 G5			
8.	CZC83313JC	HP Proliant DL 180 G5	4 X Intel(R) Xeon(TM) E5405 CPU 2.0GHz	12 GB	Microsoft Windows Server 2008 SP2 Standard X32
9.	CZ3112B47T	HP Proliant DL380 G6	8 X Intel(R) Xeon(R) CPU X5570 @ 2.90GHz	8 GB	Microsoft Windows Server 2012 Standard X64
10.	CZ24410SHT	ProLiant DL380p Gen 8	6 X Intel(R) Xeon(R) CPU E5 - 2620 @2.00GHz	16 GB	Microsoft Windows Server 2008R2 SP1 64-bit

HP Blade Server

1.	USE132DRR8	ProLiant BL460c G7	8 X Intel(R) Xeon(R) CPU E5620 @ 2.40GHz	136 GB	SUSE Linux Enterprise Server 11.2 (x86_64)

2.	CZJ402004Y	ProLiant BL460c Gen8	8 X Intel(R) Xeon(R) CPU E5-2609 0 @ 2.40GHz	96 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
3.	CZJ402004Z	ProLiant BL460c Gen8	8 X Intel(R) Xeon(R) CPU E5-2609 0 @ 2.40GHz	96 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
4.	CZJ4020054	ProLiant BL460c Gen8	8 X Intel(R) Xeon(R) CPU E5-2609 0 @ 2.40GHz	96 GB	Microsoft Windows Server 2008 Enterprise
5.	CZJ4020053	ProLiant BL460c Gen8	8 X Intel(R) Xeon(R) CPU E5-2609 0 @ 2.40GHz	96 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
6.	CZJ4020050	ProLiant BL460c Gen8	8 X Intel(R) Xeon(R) CPU E5-2609 0 @ 2.40GHz	96 GB	SUSE Linux Enterprise Server 9.3 (x86_64)
7.	CZJ4020052	ProLiant BL460c Gen8	8 X Intel(R) Xeon(R) CPU E5-2609 0 @ 2.40GHz	96 GB	Microsoft Windows Server 2008 Enterprise
8.	CZJ4020051	ProLiant BL460c Gen8	8 X Intel(R) Xeon(R) CPU E5-2609 0 @ 2.40GHz	96 GB	Microsoft Windows Server 2008 Enterprise

Lot 3: Dell Servers and Storage

Dell Stand-Alone Servers

	SN	MODEL	CPU	RAM	OS
1.	8X8GN4J	Dell Power Edge R710	16 X Intel(R) Xeon(R) CPU E5520 @ 2.27GHz	8 GB	Microsoft Windows Server 2008 Standard X64
2.	CJSFB22	Dell PowerEdge R720			

Dell Blade Servers

1.	21NR95J	Dell PowerEdge M910	48 X Intel(R) Xeon(R) CPU E7540 @ 2.00GHz	96 GB	SUSE Linux Enterprise Server 11.2 (x86_64)
2.	3INR95J	Dell PowerEdge M910	48 X Intel(R) Xeon(R) CPU E7540 @ 2.00GHz	96 GB	SUSE Linux Enterprise Server 11.2 (x86_64)
3.	6JTR95J	Dell PowerEdge M910	48 X Intel(R) Xeon(R) CPU E7540 @ 2.00GHz	96 GB	Microsoft Windows Server 2008 R2 x64 Enterprise
4.	7JTR95J	Dell PowerEdge M910	48 X Intel(R) Xeon(R) CPU E7540 @ 2.00GHz	96 GB	SUSE Linux Enterprise Server 11.2 (x86_64)
5.	8JTR95J	Dell PowerEdge M910	48 X Intel(R) Xeon(R) CPU E7540 @ 2.00GHz	96 GB	SUSE Linux Enterprise Server 11.3 (x86_64)
6.	9JTR95J	Dell PowerEdge M910	48 X Intel(R) Xeon(R) CPU E7540 @ 2.00GHz	96 GB	SUSE Linux Enterprise Server 11.2 (x86_64)
7.	JD5JF02	Dell PowerEdge M910	48 X Intel(R) Xeon(R) CPU E7540 @ 2.00GHz	96 GB	SUSE Linux Enterprise Server 10.2 (x86_64)
8.	7F5JF02	Dell PowerEdge M910	64 X Intel(R) Xeon(R) E7 4820 @ 2.00GHz	132 GB	SUSE Linux Enterprise Server 11.3 (x86_64)

Dell Storage

1.	H66GG5J	Dell EqualLogic PS4110	Controller
2.	8-00534-01	Dell storage ML6000	12 x 3TB iSCSI Disk Array

Lot 4: Oracle servers and storage

Oracle Servers

	EXADATA		
	Sun Server X3-2		
	1322FML04X		
	1322FML0DX		
	1322FML0DP		
	1322FML0EO		
	Storage		
	1244FM50NG		
	1245FM50DD		
	1245FM50 G2		
	1245FM50N3		
	1245FM50CT		
	1245FM50P1		
	1245FM50EX		
	Infiniband Switch		
	AK00107384		
	AK00108360		
	DWBI Servers		
	(i) Sun Server X6-2		
	AK00395039	DWBI Servers Rack 1. SN: 473717M - 1703RP0013 Oracle PN: 34827731 +1 +1	
	(ii)Sun Server X5-2		

	AK00350377	DWBI Servers Rack 2. SN: 2047RTN - 1602RB0022 Oracle PN: 34100257 + 1 +1	
	Sun Server X3-2L		
	1326FM50BL		
	1326FM506M		
	Sun ZFS Storage 7320		
	1326FMM00H		
	1326FMM00G		
	Oracle Storage		
	RLSL3GU001391	Sun Oracle storagetek SL3000	
	Modules		
	578000210688		
	578000210687		
	578000213454		
	578000213456		
	578000213448		
	578000213452		
	578000213457		
	578000213453		
	EMSL3GU001454		

Lot 5: Data Centre Core LAN Equipment

	S/N	**Model**	Description/Specifications
1.	SMC10280013	Cisco System Catalyst 6500 9-slot Chassis System	Cisco WS-C6509-E (M8572) processor (revision) with 1785856K/262144K bytes of memory. Processor board ID SMC10280013 CPU: MPC8572_E, Version: 2.2, (0x80E80022) CORE: E500, Version: 3.0, (0x80210030) CPU:1500MHz, CCB:600MHz, DDR:600MHz

			IOS ver. 15.1 (2) SY4 **Other Specifications:** VTT-E FRU 1, SN: SMT1017B106 VTT-E FRU 2, SN: SMT1017B088 VTT-E FRU 3, SN: SMT1017B473 OSR-7600 Clock FRU 1, SN: SMT1013G305 OSR-7600 Clock FRU 2, SN: SMT1013G305 WS-X6724-SFP CEF720 24 port 1000mb SFP Rev. 2.4, SN: SAL1031WWYQ WS-F6700-CFC Centralized Forwarding Card Rev. 2.0, SN: SAL1030W9VK WS-X6724-SFP CEF720 24 port 1000mb SFP Rev. 2.6, SN: SAL1126SHW1 WS-F6700-CFC Centralized Forwarding Card Rev. 3.1, SN: SAL1125RZVX VS-SUP2T-10G 5 ports Supervisor Engine 2T 10GE w/ CTS Rev. 2.1, SN: SAL19069AVQ VS-F6K-MSFC5 CPU Daughterboard Rev. 3.0, SN: SAL19069AGK VS-F6K-PFC4 Policy Feature Card 4 Rev. 3.0, SN: SAL19069AA8 X2 Transceiver 10Gbase-SR Te6/4, SN: ONT183005R2 X2 Transceiver 10Gbase-SR Te6/5, SN: ONT1830072S WS-SVC-WISM-1-K9 10 ports WiSM WLAN Service Module Rev. 2.4, SN: SAL1441W75D WS-SVC-WISM-1-K9-DC Centralized Forwarding Card Rev. 2.2, SN: SAL1441W6RC WS-SVC-FWM-1 6 ports Firewall Module Rev. 4.5, SN: SAD1309001B Enhanced 9-slot Fan Tray 1, SN: DCH10360930 AC power supply, 3000 watts 1, SN: SNI1015AWFG AC power supply, 3000 watt 2, SN: SNI1015AWBZ
2.	SMC111700CT	Cisco System Catalyst 6500 9-slot Chassis System	Cisco WS-C6509-E (M8572) processor (revision) with 1785856K/262144K bytes of memory. CPU: MPC8572_E, Version: 2.2, (0x80E80022) CORE: E500, Version: 3.0, (0x80210030) CPU:1500MHz, CCB:600MHz, DDR:600MHz

			IOS ver. 15.1 (2) SY4 **Other Specifications:** VTT-E FRU 1, SN: SMT1105E182 VTT-E FRU 2, SN: SMT1104G817 VTT-E FRU 3, SN: SMT1103H056 OSR-7600 Clock FRU 1, SN: SMT1105Q083 OSR-7600 Clock FRU 2, SN: SMT1105Q083 WS-X6724-SFP CEF720 24 port 1000mb SFP Rev. 2.6, SN: SAL1126SBGV WS-F6700-CFC Centralized Forwarding Card Rev. 3.1, SN: SAL1126SD4D WS-X6724-SFP CEF720 24 port 1000mb SFP Rev. 5.0, SN: SAL15129GEN WS-F6700-CFC Centralized Forwarding Card Rev. 4.1, SN: SAL15119B9Q WS-X6148A-GE-TX 48-port 10/100/1000 RJ45 EtherModule Rev. 1.5, SN: SAL1124RP98 VS-SUP2T-10G 5 ports Supervisor Engine 2T 10GE w/ CTS Rev. 2.1, SN: SAL190694AE VS-F6K-MSFC5 CPU Daughterboard Rev. 3.0, SN: SAL190693S8 VS-F6K-PFC4 Policy Feature Card 4 Rev. 3.0, SN: SAL1906965S SFP Transceiver 1000BaseSX Gi5/1, SN: FNS18521ZJP SFP Transceiver 1000BaseSX Gi5/2, SN: FNS18480623 SFP Transceiver 1000BaseSX Gi5/3, SN: FNS18480GMM X2 Transceiver 10Gbase-SR Te5/4, SN: ONT1830057A X2 Transceiver 10Gbase-SR Te5/5, SN: ONT183005KU WS-SVC-WISM-1-K9 10 ports WiSM WLAN Service Module Rev. 2.4, SN: SAL1441W75S WS-SVC-WISM-1-K9-DC Centralized Forwarding Card Rev. 2.2, SN: SAL1441W6RV WS-SVC-FWM-1 6 ports Firewall Module Rev. 4.5, SN: SAD13090068 Enhanced 9-slot Fan Tray 1, SN: DCH11111853 AC power supply, 3000 watt 1, SN: SNI1123AW07 AC power supply, 3000 watt 2, SN: SNI1123AW0L
3.	FOX1848G5F3	Cisco Nexus 5596 Switch	Cisco Nexus 5596 Chassis ("O2 32X10GBase-T + 16X10GE/Modular Supervisor") Intel(R) Xeon(R) CPU with 8253856 kB of memory.

			Processor Board ID FOC190208TD Cisco Nexus Operating System (NX-OS) Software **Other Specifications:** O2 32X10GBase-T + 16X10GE/Modular Supervisor, SN: FOC190208TD O2 8X10GE + 8x1/2/4/8G FC Module, SN: FOC19040HG9 O2 GEM with L3 ASIC, SN: FOC19040J2F Chassis fan module Chassis fan module Chassis fan module Chassis fan module AC power supply, SN: POG19016L5V AC power supply, SN: POG19016L5M
4.	FOX1848G5EM	Cisco Nexus 5596 Switch	cisco Nexus 5596 Chassis ("O2 32X10GBase-T + 16X10GE/Modular Supervisor") Intel(R) Xeon(R) CPU with 8253856 kB of memory. Processor Board ID FOC190208U3 Cisco Nexus Operating System (NX-OS) Software **Other Specifications:** O2 32X10GBase-T + 16X10GE/Modular Supervisor, SN: FOC190208U3 O2 8X10GE + 8x1/2/4/8G FC Module, SN: FOC19040HG3 O2 GEM with L3 ASIC, SN: FOC19040FMA Chassis fan module Chassis fan module Chassis fan module Chassis fan module AC power supply, SN: POG19016LAR AC power supply, SN: POG19016LBG

Annexure 2: Manufacturer's Authorization Certificate

Indicative Format for Manufacturer's Authorization Form

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date: Reference RFP:

To:

WHEREAS
We_____, who are official manufacturers/OEM vendors of_____having factories at_____ do hereby authorize M/s (***Name, complete address, city of the bidder***) to submit a bid the purpose of which is to provide support and services for all our products listed in above referenced RFP for this bid for entire project period, manufactured by us _____, and to subsequently negotiate and sign the Contract. We hereby undertake that we would provide the spares/ parts/ updates/ patches and support for the all the above mentioned product(s) during the contract period.
And therefore extend our full guarantee and warranty, with respect to the services offered by the above firm.
Our technical support/ assistance centers (***Name, address, phone, e-mail address details***) shall provide 24x7 supports over the following telephone Numbers (***please specify***) as well as web-based support (***please specify the URL***).

Signed with seal / stamp by the Manufacturer/OEM Vendor:
Name: .....
Title: .....
Dated on ..... day of ....., ...

Annexure 3: Price Schedule

Instructions

1. The BOQ template is to be filled as it is without any modification.
2. The template is to be filled per lot.
3. Any additional information should be attached as a separate document.
4. Column item nos. 1, 2 and 3 for each lot is to be lifted as it is in Annexure 1.

Comprehensive AMC for Data Center Equipment							
Bidder's Name:				**Lot**			
No.	**Serial No.**	**Item Description (Model)**	**Part type (CPU/ RAM/ OS)**	**Basic Unit Price**	**Other Charges (specify)**	**VAT**	**Total Amount**
	1	2	3	4	5	6	4+5+6
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Annexure 4: Undertaking for Authenticity of Spare Parts

(Certificate to be issued on the company's **Letterhead)**

Reference: …… Date: ……

This has reference to the spares/ components/ parts/ assembly/ firmware to be supplied to you under the contract period.

We hereby undertake that all the spares/ components/ parts/ assembly/ firmware to be supplied by us, as and when required, shall be original/ genuine spares/ components/ parts/ assembly/ firmware from respective OEMs of the products and that no refurbished/ duplicate/ second hand spares/ components/ parts/ assembly/ firmware shall be used/ supplied/ installed during the contract period.

Also, that it shall be sourced from the authorized source for use in Kenya. In case, we are found not complying with above during any point of time throughout the contract period, we agree to take back the same and replace the same with the original/ genuine spares/ components/ parts/ assembly/ firmware at our own cost and downtime, if any, during such event shall not be considered as planned downtime.

(Signature with seal / stamp of the company)

Name: ……Designation: ……

Annexure 5: Bidder's List of Engineers

(Attach certificates)

	Name of the Engineer	Designation	Qualifications including Technical Qualification	Working with organization since (date)
1.				
2.				
3.				
4.				
5.				

Annexure 6: Signed-off Site Survey Form

MANDATORY SIGNED-OFF SITE SURVEY SHEET

Name of Site: ..... Date: .....

Name of Company Representative: .....

Sign: .....

Name of Company: .....

Official Stamp: .....

Kenya Revenue Authority

Officer's Name: ..... Sign: .....

Date & Official Stamp: .....

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

1 *Form of Tender-* The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2 *Confidential Business Questionnaire Form -* This form must be completed by the tenderer and submitted with the tender documents.

3 *Tender Security Form-* When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

4 *Contract Form-* The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

5 *Performance Security Form-* The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

6 *Bank Guarantee for Advance Payment Form-* When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

7 *Manufacturers Authorization Form-* When required by the ender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8 *Anti Corruption Affidavit* This form will be completed by the bidder's authorized representative and it must be sworn before a commissioner of oaths or equivalent according to applicable laws in the country of the bidder.

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: KENYA REVENUE AUTHORITY
P. O. BOX 48240 – 00100 NAIROBI.

Gentlemen and/or Ladies:

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

2. We undertake, if our Tender is accepted Supply delivery , Installation and testing of the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

Dated this _____ day of _____ 20 _____

_____ _____

[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

	Part 1 – General
1.1	Business Name ....
1.2	Location of Business Premises. .....
1.3	Plot No..... Street/Road ..... Postal Address ..... Tel No. ..... Fax ..... E mail .....
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. .....
1.7	Name of your Bankers ..... Branch .....
	Part 2 (a) – Sole Proprietor
2a.1	Your Name in Full ..... Age .....
2a.2	Nationality ..... Country of Origin ..... Citizenship Details .....
	Part 2 (b) Partnership
2b.1	Given details of Partners as follows:
2b.2	Name Nationality Citizenship Details Shares 1..... ..... 2..... ..... 3.....

.....

4.....

.....

Part 2 (c) – Registered Company

2c.1 Private or Public

.....

.....

2c.2 State the Nominal and Issued Capital of Company-

Nominal Kshs. .....

Issued Kshs. .....

2c.3 Given details of all Directors as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.			
3.			
4.			
5			

Part 3 – Eligibility Status

3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No_____

3.2 If answer in '3.1' is **YES** give the relationship.

.....

.....

.....

.....

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes_____ No_____

3.4 If answer in '3.3' above is **YES** give details.

.....

.....

.....

.....

.....

.....

3.5 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 Revenue Authority 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_____

3.6 If answer in '3.5' above is **YES** give details.
.....
.....
.....
.....
.....
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices?
YES_____ No_____

3.8 If answer in '3.7' above is **YES** give details:
.....
.....
.....
.....
.....
.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes _____No_____

3.10 If answer in '3.9' above is **YES** give details

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

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

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

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or 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 works] and has accepted a tender by the tenderer for the supply of those works in the sum of ..... [*contract price in words and figures]* (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(c) the Technical Specifications
(d) the General Conditions of Contract
(e) the Special Conditions of contract; and
(f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

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

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

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

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

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

Signed and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

[name of tender] .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

LETTER OF NOTIFICATION OF AWARD

Kenya Revenue Authority
P.O Box 48240 – 00100,
Nairobi,.

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.

Deputy commissioner,
Procurement & Supplies Services,
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Facsimile: +254-020-215809

For: Commissioner General