NAIROBI CITY COUNTY ASSEMBLY SERVICE BOARD

TENDER D O C U M E N T FOR

NAIROBI CITY COUNTY ASSEMBLY SERVER UPGRADE

TENDER N O . NCCASB/OT/15/12/2019-2020

CLOSING DATE:
10TH JANUARY 2020, 12:00NOON

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NAIROBI CITY COUNTY ASSEMBLY

P. O. BOX 45844 – 00100, NAIROBI – KENYA
Telephone 020 2216151
Web: www.nrbcountyassembly.go.ke

ANNUAL TENDER NOTICE

The Nairobi City County Assembly Service Board invites eligible competent bidders for the following tenders:-

TENDER NO.	Tender Item Description for Financial Year 2019–2020
NCCASB/OT/15/12/2019-2020	NAIROBI CITY COUNTY ASSEMBLY SERVER UPGRADE

Tender documents with detailed specifications of the required goods and services may be obtained from the **Procurement Office, City Hall Building, Second Floor, Room 277** upon payment of **a non-refundable fee of Kshs. 1,000 paid to Nairobi City County Assembly's Account at the Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500;**

or downloaded free of charge from the County Assembly website: www.nairobiassembly.go.ke **or** Public Procurement Information Portal: www.tenders.go.ke

Completed tender documents must be submitted in enclosed plain sealed envelopes, clearly marked with the **Tender Number** and written, **"Tender for Supply /Provision** "**– "Category Reference/Description"** and be deposited in the tender box situated at **Nairobi City County Assembly Service Board, located at Wabera street, City Hall – Assembly Wing, 2nd Floor, Room 277,** so as to be received on or before **10th January 2020, 12.00noon.**

Opening of tenders documents will take place immediately thereafter at the **Assembly Foyer, City Hall Building – Assembly Wing at 12.00noon**
in the presence of the candidates' representatives who choose to be present.

Tenders should be addressed to:-

THE CLERK
NAIROBI CITY COUNTY ASSEMBLY
P. O. BOX 45844 – 00100,
NAIROBI - KENYA

SECTION I   **INVITATION TO TENDER**

DATE: 27th December 2019

TENDER REF NO.   **NCCASB/OT/15/12/2019-2020**
TENDER NAME   **NAIROBI CITY COUNTY ASSEMBLY SERVER UPGRADE**

1.1   The Nairobi City County Assembly Service Board invites sealed bids from eligible candidates for Nairobi City County Assembly Server Upgrade

1.2   Interested eligible candidates may obtain further information from and inspect the tender documents at **Nairobi City County Assembly Service Board, located at Wabera street, City Hall – Assembly Wing, Procurement Office Room 277, Second Floor,** as from **8am – 1pm and 2pm – 5pm, week days as from Monday to Friday (excluding public holidays).**

1.2   A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000** paid to **Nairobi City County Service Board's Account** at the **Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500;**

      or <u>downloaded</u> free of charge from the County Assembly website:
<u>www.nairobiassembly.go.ke</u> **or** Public Procurement Information Portal:
<u>www.tenders.go.ke</u>

1.3   Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.

1.4   Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited at the **Nairobi City County Assembly Service Board, located at Wabera street, City Hall – Assembly Wing, 2nd floor, outside room 277 or be addressed to Clerk of Nairobi City County Assembly Service Board, P.O. Box 45844-00100 Nairobi, as to be received on or before 10th January 2020, at 12.00noon.**

1.5   Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **Assembly Foyer, City Hall – Assembly Wing at 12.00noon.**

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THE CLERK
NAIROBI CITY COUNTY ASSEMBLY
P. O. BOX 45844 – 00100,
NAIROBI - KENYA

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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 Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.

2.1.2   The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3   Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4   Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2   Eligible Equipment

2.2.1   All equipment to be supplied and installed 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 equipment(s) are 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 equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3   Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Ksh 5000.00

2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4.   Contents of 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 Form
(xiv)   Declaration form
(xv)   Request for Review Form

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 Tender Documents

2.5.1   A prospective tenderer making inquiries of the tender
documents may notify the Procuring entity in writing or by post at the
entity's address indicated in the invitation for tenders. The Procuring
entity will respond in writing to any request for clarification of the
tender documents, which it receives not later than seven (7) days prior to the
deadline for the submission of tenders, prescribed by the
procuring entity. Written copies of the Procuring entities response
(including an explanation of the query but without identifying the
source of inquiry) will be sent to all prospective tenderers that have
received the tender document.

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

2.6   Amendment of Tender Documents

2.6.1   At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification

requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

2.7   Language of Tender

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

2.8   Documents Comprising 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 2.12 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 2.13 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
   (e)   Confidential Business Questionnaire

2.9   Tender Form

2.9.1   The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, 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 where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2   Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i)   the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(ii)   charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

(iii)   installation charges shall also be indicated separately for each equipment

2.10.3   Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11   Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

(a)   For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and

(b)   For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.

(c)   Cost of installation and commissioning will be in Kenya Shillings.

2.12   Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderers 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.

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.2 The documentary evidence of the tenderes qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

(a)   that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment

(b)   that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c)   that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance,

repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13   Goods Eligibility and Conformity to Tender Document

2.13.1 Pursuant 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 equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment 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 equipment
   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 equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
   c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary 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 and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
   a) Cash
   b) A bank guarantee
   c) Such insurance guarantee approved by the Authority
   d) Letter of credit.

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

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

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

2.14.8 The tender security may be forfeited:

   a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
   b) in the case of a successful tenderer, if the tenderer fails:

      i) to sign the contract in accordance with paragraph 2.27
                    1. or
      ii) to furnish performance security in accordance with paragraph 2.28
   c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15   Validity of Tenders

2.15.1 Tenderers shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16   Format and Signing of Tender

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. 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 Procuring entity at the address given on he Invitation to Tender.

(b)   bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN BEFORE **10th January 2020, at 12.00noon.**

2.17.3   The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4   If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18   Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **10th January 2020, at 12.00noon.**

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

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

2.19   Modification and Withdrawal of Tenders

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

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.20   Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10th January 2020, at 12.00noon** and in the following location:
Nairobi City County Assembly Service Board, located at Wabera street, City Hall – Assembly Wing, at the Assembly Foyer, City Hall Building – Assembly Wing at 12.00noon

The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21   Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The

request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2   Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22   Preliminary Examination and Responsiveness

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

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

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

2.22.4   Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5   If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23   Conversion to Single Currency

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

2.24   Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

    (a)   in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

    (b)   any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

    (a)   delivery and installation schedule offered in the tender;
    (b)   deviations in payment schedule from the specifications in the Special Conditions of Contract;
    (c)   the cost of components, mandatory spare parts and service;
    (d)   the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a)   *Delivery schedule*

    (i)   The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b)   *Deviation in payment schedule*

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

(c)   *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

2.24.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25 Contacting the Procuring Entity

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

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

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
2.26.5 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.

(c)   Procuring Entity's Right to Accept or Reject Any or All Tenders

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

2.26.7   The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.26.8   The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.9   A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27   Notification of Award

2.27.1   Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2   The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3   Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tenderrs have not been successful

2.28   Signing of Contract

2.28.1   At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

2.28.3   The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29   Performance Security

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

2.29.2   Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30   Corrupt or Fraudulent Practices

2.30.1   The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
Eligible tenderer **2.1**	Firms with manufacturer partnerships and manufacturer authorization for server virtualization, unified enterprise storage, backup & disaster recovery solutions
Cost of tender **2.2.2**	Tender document price shall be **Kshs. 1,000** paid to **Nairobi City County Service Board's Account** at the **Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500;** **OR** <u>downloaded</u> free of charge from the County Assembly website: www.nairobiassembly.go.ke/tenders or Public Procurement Information Portal: www.tenders.go.ke
Tender currencies **2.11**	Prices shall be quoted in Kenya Shillings.
Tender eligibilities and qualifications **2.12**	For the purposes of establishing eligibility, the tenderer shall furnish: i) Certificate of incorporation, ii) Valid Certificate of Tax Compliance, iii) Valid Business Permit, iv) CR12 form obtained showing the shareholders of the firm or a list of Directors of shareholders or a sworn affidavit of the Directors of the company, v) Manufacture Authorization Forms (MAF) - Bidders are required to provide MAF forms from the Vendors of (virtualization, storage, backup & DR software) the proposed solutions vi) Partnership Certificate - The bidder MUST provide a partnership letter showing their level of partnership with server virtualization, unified enterprise storage, backup & disaster recovery solutions vendors/ manufacturers.
Tender Security **2.14**	Shall be Kshs. 300,000 in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya. Guarantees from Insurance companies must be in the list approved by Public Procurement Regulatory Authority (PPRA) to issue tender securities
Validity of Tenders **2.15**	Tenders shall remain valid for 120 days
Sealing and Marking of Tenders: 2.17.2(b)	10th January 2020, 12:00noon
2.18.1	10th January 2020, 12:00noon
2.20.1	10th January 2020, 12:00noon Location: Nairobi City County Assembly Service Board, located at Wabera street, City Hall – Assembly Wing, at the Assembly Foyer, City Hall Building – Assembly Wing at 12.00noon
Preliminary Examination **2.22.2**	There shall be no correction of arithmetic errors
Conversion to single	All prices to be in Kenya shillings. Prices provided in any other

currency 2.23	currencies will be disqualification at the preliminary stage.
Site Survey Date and Time	**6th January 2020, from 10.00am to 2.00pm**
Evaluation and Comparison of Tenders 2.24	Evaluation committee shall conduct due diligence on the successful bidder and it shall be based on the documents and information submitted
Award Criteria 2.27.4	Award will be to the tenderer whose tender has been determined to be substantially responsive and determined to be the lowest evaluated tender. The Nairobi City County Assembly Service Board will conduct a due diligence on the clients that will have been responsive to determine the tenderers capability/capacity to provide the required services
Performance Security 2.30	Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the NCCA the performance security of 10% of the contract amount.

EVALUATION CRITERIA

The tenders submitted will be evaluated in three (3) stages; Mandatory, Technical, and Financial. The evaluation process will be in stages as follows: -

- Preliminary / Mandatory Evaluation
- Technical Evaluation:
    - i. Firm's Technical Evaluation
    - ii. Mandatory Technical Evaluation
- Financial Evaluation

STAGE ONE: PRELIMINARY / MANDATORY EVALUATION

The preliminary evaluation criteria shall be complied with by all bidders. Bidders who fail in any one of the criteria shall be disqualified.

SNO.	MANDATORY REQUIREMENTS
1	Certificate of Incorporation - Attach a copy of the vendor's certificate of Incorporation
2	Tax Compliance certificate - Attach a Valid Tax Compliance certificate
3	Valid Business Permit
4	Submit a CR12 form obtained from the showing the shareholders of the firm or a list of Directors of shareholders or a sworn affidavit of the Directors of the company.
5	Tender security in for form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or insurance bond from the firms approved

SNO.	MANDATORY REQUIREMENTS
	by Public Procurement Regulatory Authority (PPRA) of Kshs 300,000.
6	Manufacture Authorization Forms (MAF) - Bidders are required to provide MAF forms from the Vendors of (Virtualization, Storage, Backup & DR Software) the solutions proposed.
7	Partnership Certificate - The bidder MUST provide a partnership letter showing their level of partnership with server virtualization, unified enterprise storage, backup & disaster recovery solutions vendors/ manufacturers.
8	Work Plan - Detailed description of work plan which should include but not limited to the supply, delivery, installation, customization, configuration, migration, testing, training (i.e. including complete Certification Learning Credits including Certification Examinations for 5 officers for the proposed virtualization, storage and backup and DR solutions) and maintenance; milestones; duration of each activity; critical path; resources;
9	Bidders should provide documentation and a detailed design/ sketch diagram of the solution they will provide which should include but not limited to the supply, delivery, installation, customization, configuration, migration, testing, training (i.e. including complete Learning Credits for 5 officers for the proposed virtualization, storage and backup and DR solutions) and maintenance.
10	Signed and stamped site survey visit form by the project manager

NOTE: Bidders meeting the entire above mandatory requirements will be subjected to Technical Evaluation.

STAGE TWO: TECHNICAL EVALUATION

(i) FIRM'S TECHNICAL EVALUATION

(a)   This section consists of 100 Marks.

(b)   Bidders who score less than 70 marks in this section will not proceed to the mandatory technical evaluation stage.

(c)   Bidders should attach document evidence for the requirements provided

No.	Evaluation Attribute	Weighting Score	Max. Score
T.S.1	**Project Experience** Number of years in operation in the industry	• 5 years and above (10 marks) • Below 5 years –prorated at:	10

No.	Evaluation Attribute	Weighting Score	Max. Score
		No of years/10x5	
T.S.2	**Project Experience Capacity** Provide a list of clients and references of similar works in the last 3 years. The bidder MUST demonstrate relevant experience in installation and maintenance of Servers and HVAC Systems, virtualization, disaster recovery and Unified Storage Solutions Systems	Maximum accumulative volume of similar projects in a year handled in the last three years 2016, 2017, 2018 (Attach Evidence e.g. LPOs OR Delivery Notes) • Above 20 million in each of the years (30marks) • Others prorated as: $$\frac{\text{Volume X 30marks}}{\text{20 million}}$$	30
T.S.3	**Financial Capacity** Provide audited financial statements	Bidders are required to have an average annual turnover of Kshs 50 million and above as per annual audited accounts for the last two (2) years (2017 & 2018) for each year. • Turnover of 50million and above in each year - (10 marks) • Others prorated as: $$\frac{\text{Volume X 10marks}}{\text{50 million}}$$	10
T.S.4	**Delivery Schedule** Please indicate maximum time required to deliver project after signing of contract or an LPO is issued.	• 1 – 45 days – 10 marks • 45 – 60 days – 5 marks • More than 60 days – 0 marks	10
T.S.5	**Physical Facilities** • Provide details of physical address and contacts – **(attach evidence)**	• Details of physical address/location and contacts with copy of title or lease documents or latest utility bill – (10 marks) • Not provided – (0 marks)	10
T.S.6	**Commitment letter** A letter of commitment to complete all works as per work plan provided	• The bidder to make undertaking that he/she is able to meet the set timelines during the contract	10

No.	Evaluation Attribute	Weighting Score	Max. Score
T.S.7	**Human Resource Capacity** Qualified Key Personnel's a) Provide CVs & Certification Certificates in installation and maintenance of Servers, virtualization, disaster recovery and Unified Storage Solutions Systems of at least 3 technical staff with at least 3 years' experience in installation and maintenance of Servers and HVAC Systems, virtualization, disaster recovery and Unified Storage Solutions Systems. b) Provide a CV & Certification Certificates in installation and maintenance of Servers, virtualization, disaster recovery and Unified Storage Solutions Systems of one lead engineer with at least 5years post qualification experience in installation and maintenance of Servers and HVAC Systems, virtualization, disaster recovery and Unified Storage Solutions Systems and a BSc. Degree	i. Each technical staff shall earn 4marks i.e. 2mrks in experience and 2mrks in training (12marks) ii. Lead engineer shall earn 8mrks i.e. 4mrks in experience and 4mrks for BSc. Degree training (8marks)	20
		TOTAL SCORE	100

NOTE:
Bidders who obtain 70 marks and above shall proceed to the mandatory technical evaluation stage.

(ii) MANDATORY TECHNICAL EVALUATION

TECHNICAL EVALUATION FOR EXISTING SERVER UPGRADE, TOP OF RACK SWITCHES, HVAC SYSTEM AND CABINET

- Bidders to respond with YES/ NO and attach all relevant certified documentation for each item
- Bidders who fail to comply with any of the provided requirement will be automatically disqualified.
- Bidders who fail to attached required documentation will also be automatically disqualified
- Bidders will only invoice for the parts/ components supplied and installed.
- Bidders should attach manufacturers brochures as well as explanation of how they will meet the desired requirement in their responses (Failure to do so will lead to disqualification).

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
1	Server upgrade parts required for each of the below servers: • HP DL380 G8 Servers: Serial Number: CZ242302RF | Part number: 470065-769 and Serial Number: CZ242302RK | Part number: 470065-769 • Dell PowerEdge R730 Server. Serial Number: 5TLQ3K2 • IBM X3650 M4 Server. Serial Number: 06EMBTY | Part Number: 81Y4391 • HP DL360G7 Server. Serial Number: 152PESD | part number 293765-001 The following upgrade is desired: • Dual port 8Gbs HBA PCie cards • RAM upgrade to 256GB RAM per server as required • CPU upgrade to two for each server as required. • Power Supply units upgrade to two per server as required. • Server cooling fans (as required per server) **Note:** Bidders will only invoice the upgraded components. 8Gbs HBA PCie cards upgrade for 5 servers RAM upgrade for 5 servers CPU upgrade for 5 servers Power supply units upgrade for 5 servers	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
2	Top of rack switch – Qty 2 Bidders should supply and configure two (2) top of rack switches for primary and DR sites each with: • 24 X 1Gbe Ports • Robust Layer 3 feature set includes Access OSPF, static and RIP routing, ACLs, sFlow, IPv6 with no software licensing required	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
	• Virtual Switching Framework (VSF) • Powerful, multilevel-access security controls including source-port filtering, RADIUS/TACACS+, SSL, Port Security, and MAC address lockout. • 24 RJ-45 autosensing 10/100/1000 PoE+ ports • (IEEE 802.3 Type 10BASE-T, IEEE 802.3u Type 100 BASE-TX, IEEE 802.3ab Type 1000 BASE-T, IEEE 802.3at PoE+) • Duplex: 10BASE-T/100BASETX: Half or full • 1000 BASE-T: Full only • 4 SFP+ 1/10 GbE ports; PHY-Less • Dual-Core ARM coretex @ 1016 MHz, 1GB DDR3 SDRAM • Packet buffer size: 12.38MB 4.5MB Ingress/7.875MB Egress, 4GB eMMC • Management - Aruba AirWave Network Management, Intelligent Management Center (IMC), CLI, Web browser, Configuration menu, SNMP manager, Telnet, FTP and Out-of-band management (Serial RS-232C or micro USB) • 3yrs Warranty Support			
3	42U Server Rack - Bidders should provide a 42U Server Cabinet with Glass Door. The rack should have two C14 PDUs.	– Attach manufacturers brochures		
4	HVAC Systems Solution: • High wall Air-cooling indoor split unit of 6.8KW (22,00Btu/hr.) cooling capacity • 52 dBA Sound pressure level • Complete with room thermostat controls and 30A AVS • Charged with R410 refrigerant • Supplied with insulated drain hose • Mounting Brackets, washer fixing plate, sealing pads etc.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
6	Dealership Certificate -Certificate of	– Provide all necessary		

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
	dealership or Authorization for Server Components/ accessories, Top Rack Switches, HVAC, Fire Detection, Control and suppression (Due diligence will be conducted)	documentation.		
7	Warranty policy - 3-year warranty for Server Components/ accessories, Top Rack Switches and HVAC.	– Provide all necessary documentation.		

TECHNICAL MANDATORY EVALUATION FOR SERVER VIRTUALIZATION SOFTWARE (I.E. PRODUCTION & DR SITES)

- Bidders to respond with YES/ NO and attach all relevant certified documentation for each item
- Bidders who fail to comply with any of the provided requirement will be automatically disqualified.
- Bidders who fail to attached required documentation will also be automatically disqualified
- Bidders should attach manufacturers brochures as well as explanation of how they will meet the desired requirement in their responses clearly indicating the brochure and explanation pages on the page number column. (Failure to do so will lead to disqualification).

SNO	REQUIREMENT/ DESCRIPTIONS	EVIDENCE	Y/ N	PAGE NUMBER
1	Products performance and market strength - The product MUST be in the leader's quadrant in Gartner's Magic Quadrant for x86 Server Virtualization Infrastructure. The Virtualization platform must have over 10 years in active production environments The Virtualization software must be based on a Unix platform for stability purposes. The Hypervisor must not occupy a footprint of beyond 200MB to reduce the attack surface/footprint.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
2	Virtualization Software – The license proposed must be able to support seamless migration of virtual machine workload from **any**	– Provide detailed explanation of how they will meet the desired requirement		

SNO	REQUIREMENT/ DESCRIPTIONS	EVIDENCE	Y/ N	PAGE NUMBER
	storage platform to another to support planned storage maintenance activities with zero downtime	– Attach manufacturers brochures		
3	Operating System & Clustering Support - The storage array shall support industry-leading Operating System platforms including: Windows Server 2008, Windows 2012, VMware, Sun Solaris, IBM-AIX, OpenVMS, FreeBSD and Unix etc.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
4	VM Migration support - The virtualization solution must support LIVE virtual machine migration from across vSwitches and also from host to host. Must have capability to in future support Live migration of virtual machines over long distances across different datacenters or clouds.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
5	Central management server - The central management server for managing the different clusters, hosts, VMs and datastores must be capable of: • Native server high availability • Native server backup and restore ability • Managing up to unlimited host servers (10,000 hosts) from one server	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
6	Virtual Machine Encryption - The virtualization technology must allow future support for data-at-rest encryption for VM data and disks.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
7	Fault Tolerance - The virtualization platform must allow creation of live shadow copies for critical VMs that lack the ability for native	– Provide detailed explanation of how they will meet the desired requirement		

SNO	REQUIREMENT/ DESCRIPTIONS	EVIDENCE	Y/ N	PAGE NUMBER
	application always-on clusters. This will ensure continuous availability (zero data loss/zero downtime) of any application in the events of a hardware failure. The software should provide this for 2 CPU virtual machines with capability in future to support 8 VCPU VMs	– Attach manufacturers brochures		
8	Replication - The solution must support scheduled replication of virtual machine state between different hardware platforms or different storage arrays.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
9	Support and administration - The bidder must ensure that the solution supports desktop clients, web clients and mobile client's access to the hypervisor for administration and management. The solution should also support role-based administration and single sign on capabilities.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
10	Data Protection/ Native VM Backup - The solution MUST Protect data through fast agent-less backups to disk, with de-duplication to minimize use of backup disk space. It should deliver storage-efficient backups through patented variable-length deduplication, rapid recovery, and WAN-optimized replication of backups to or for offsite DR sites.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
11	VM Antivirus & antimalware solutions - The solution must have ability to secure virtual machines with offloaded anti-virus and antimalware solutions, without the need for installing agents inside the virtual machine.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
12	Live Resource Expansion - The solution must support Hot-adding	– Provide detailed explanation of how they		

SNO	REQUIREMENT/ DESCRIPTIONS	EVIDENCE	Y/ N	PAGE NUMBER
	resources to applications VMs e.g. vCPU, vRAM, Hot-plug/extend virtual disk, NICs etc.	will meet the desired requirement – Attach manufacturers brochures		
13	HA - The solution must provide high availability for applications running in virtual machines if a hardware or operating system failure occurs by automatically restarting the affected virtual machines on other production servers with spare capacity.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
14	Zero downtime, zero data loss continuous availability - The solution should automatically trigger the creation of a new secondary virtual machine after failover and automatically trigger the creation of a new secondary virtual machine after failover, to ensure continuous protection to the application.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
15	Thin Provisioning - The virtualization solution must support dynamic allocation of shared storage capacity, enabling CMC MOTORS to implement a tiered storage strategy while reducing upfront storage spending.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
16	Server Management - The virtualization solution should provide central management of virtualized host environments - VM monitoring, management and general administration	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
17	Storage APIs for Array Integration, multipathing - The solution must allow for improving performance, reliability, and scalability of the environment by leveraging efficient Storage array-based operations and third-party storage vendor multipath software capabilities.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		

SNO	REQUIREMENT/ DESCRIPTIONS	EVIDENCE	Y/ N	PAGE NUMBER
	Explain in the context of your proposed Unified storage solution.			
18	Templates Library - The solution must provide a library for effective centralized management for virtual machine templates, virtual appliances, ISO images, and scripts.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
19	QOS support - The solution must provide critical VMs with storage and network quality-of-service priorities for guaranteed access to resources.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
20	Qty of virtualization licenses - NCCA requires licenses for virtualizing the existing servers. Bidders should provide licenses for 10 CPUs and the management server	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
21	Warranty and Support for the virtualization Solutions - The bidder MUST provide (3) year 24/7 support and manufacturer's warranty for the virtualization solutions. Support should be from Original software OEM – Note support from server hardware vendors will not be accepted.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
22	Per VM EVC Compatibility. - The solution must allow seamless migration across different CPUs or server models across the hybrid cloud by persisting the EVC mode per-VM during migrations across clusters and during power cycles.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
23	Migration of Physical Servers to the Virtual Environment with provision for load balancing and clustering of critical; servers- The bidder is required to provide costing for the migration of all NCCA workloads to the new virtual environments in	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		

SNO	REQUIREMENT/ DESCRIPTIONS	EVIDENCE	Y/ N	PAGE NUMBER
	both PR and DR site virtual infrastructures.			
24	Installation Scope, User training, documentation. - Bidders will be required to perform: • The installation of all supplied systems and integrating these to work with existing server systems as required. • Knowledge transfer to five NCCA's ICT staff (i.e. including complete Certification Learning Credits including Certification Examinations for 5 officers for the proposed virtualization solution).	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
25	VMware vSphere Essentials Plus Kit License - A New VMware Essentials Plus Kit License for Primary and DR site servers	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
26	Dealership Certificate -Certificate of dealership or Authorization for server virtualization software (Due diligence will be conducted)	– Provide all necessary documentation.		
27	Warranty policy - 3-year warranty for server virtualization software.	– Provide all necessary documentation.		

TECHNICAL MANDATORY EVALUATION FOR STORAGE SOLUTION (I.E. PRODUCTION & DR SITES)

• Bidders to respond with YES/ NO and attach all relevant certified documentation for each item
• Bidders who fail to comply with any of the provided requirement will be automatically disqualified.
• Bidders who fail to attached required documentation will also be automatically disqualified
• Bidders should attach manufacturers brochures as well as explanation of how they will meet the desired requirement in their responses clearly indicating the brochure and explanation pages on the page number column. (Failure to do so will lead to disqualification).

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
1	OS Support - The storage array should support industry-leading Operating System platforms & clustering including: *Windows Server 2008, Windows Server 2012, Windows Server 2016, VMware*, Sun Solaris, HP-UX, OpenVMS and IBM- AIX etc.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
2	Configured Capacity - Unified storage systems with the following capacity is desirable. Bidders to explicitly indicate the capacity they would provide. Bidders who provide high capacity at a cost-effective rate will have added advantage: **Primary Site** NCCA requires at least 14TB Usable capacity on production & 17TB Usable capacity on the DR site. This should be achieved using a Raid setup that protect the organization from up to double disk drive failures. Additionally, each storage aggregate must keep a hot spare disk to protect from downtime due to drive failures: • 4 X 960 GB SSD disks • 20 X 1.2TB SAS disks **DR Site** • 4 X 960 GB SSD disks • 20 X 4TB SATA disks Bidders to indicated the capacity of storage that they will offer under responses.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
3	Storage Controllers - Offer support for active-active controllers which shall be true active-active in a single system. The DR site storage should also be configured with two storage controllers to ensure similar performance even during DR failover events.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
4	Redundancy - Offered Storage Array shall be configured in a No SPOF configuration including Array Controller cards, Cache memory, FAN, Power supply etc.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
5	Array Cache - The storage array should have a minimum of 64GB physical memory in a single	– Provide detailed explanation of how		

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
	system and 8GB of NVMEM. The cache must support both reads and writes. This will be for supporting spikes from the NCCA's applications during peak periods.	they will meet the desired requirement – Attach manufacturers brochures		
6	Ports - Offered Storage shall have minimum of 4 **Fiber channel host ports** running at 4 X 8 Gbps ports for a switchless CDOT cluster. This should be distributed as **a dual CNA board port pair on each controller** as NCCA will expect to be able to connect the storage to the virtual environment via a SAN switch network with multipath I/O streams.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
7	FC Connectivity - FC connectivity is required on both sites. Bidders will be required to supply: • 20 Multimode LC/LC fiber cables for connecting to the server environment in both sites. • Three 24 port SAN switches each with 8 active SFP ports.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
8	Storage CPU cores required - 24 CPU cores required based on latest Intel Broadwell-DE six-core processor	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
9	Back End connectivity - Offered storage shall have minimum of 4 SAS lanes in the back-end for disk connectivity to internal and external drives running at minimum 12 Gbps SAS speed.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
10	RAID Support - The RAID configuration on the storage should have the ability to support up to three disk failures when large SATA drives are used and 2 disk failures when using small & medium size disks.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
11	Disks Support and capabilities - The storage array should support 900GB, 1.2TB, 1.8TB hot-pluggable Enterprise SAS, 960GB, 3.84TB, 15.3TB Solid State drives and additionally 2TB	– Provide detailed explanation of how they will meet the desired requirement		

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
	/ 3TB / 4TB, 6TB, 8TB & 10TB SATA drives	– Attach manufacturers brochures		
12	Storage software - Storage software provided should include snapshots, cloning, snap Restores, onsite backup ability (on the storage itself) and offsite data replication capabilities. All backup and restore processes should be application aware esp. for Oracle, SQL server, MySQL DBs, Exchange, SAP, SharePoint and other commonly used applications.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
13	Storage Encryption features required: Data at Rest Encryption - Volume level encryption required Trusted Platform Module (Encryption) also required	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
14	Hot Spares - The proposed storage must support global hot spares such that the hot spare can participate in any raid group/pool	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
15	Management Software - Storage subsystem shall be supplied and installed with native virtual environment integration -capable of being managed from the virtual environment server manager dashboard so that common storage tasks such as adding space, resizing volumes, deleting volumes, creating volumes etc. can be done right from the virtual environment.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
16	Information Protection - In case of power failure, storage subsystem shall have de-staged mode so that un-committed information can be protected.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
17	Thin Capabilities - Offered storage array shall be supplied with Thin provisioning and shall support Thin Re-claim (Zero Page reclaim)	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers		

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
		brochures		
18	Storage Efficiency - Offered storage array shall be tightly integrated with the organization's virtual environment as proposed.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
19	Snapshots Efficient - The storage array should support space efficient snapshots. Explain. Offered Storage shall have support to make the snapshot and full copy (Clone) on the thin volumes if original volume is created on thick or vice-versa.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
20	Supplied software - Storage must come with the following features enabled: Compression, Deduplication, Compaction, Snapshots and Cloning software and Thin Provisioning. NCCA will require dedupe, compression and compaction to be turned on automatically for all volumes to save on space.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
21	QOS Support - Offered Storage array shall support quality of services so that required performance (IOPS) or bandwidth or both can be "Guaranteed" into the environment. Storage must have capability to set IOPS maximums, minimums and burst levels for every storage virtual machine.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
22	Online Migration - Offered storage shall support dynamic migration of Volumes from on Raid group or pool to another while keeping the application online.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
23	Data Tiering - For effective data tiering, Storage subsystem shall support automatically Policy based Sub-Lun Data Migration from one Set of drive Tier to another set of drive tier to ensure applications that require more IOPS are easily promoted to faster Flash drives with absolutely no data migration taking place.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
24	Replication - The storage array should support data replication to the offsite appliance.	– Provide detailed explanation of how		

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
	Explain how you will achieve offsite data replication.	they will meet the desired requirement – Attach manufacturers brochures		
25	Installation Scope, User training, documentation. - Bidders will be required to perform: • The installation of all supplied systems and integrating these to work with existing server systems as required. • Knowledge transfer to five NCCA's ICT staff (i.e. including complete Certification Learning Credits and certification examinations for 5 ICT officers for the proposed storage solution). **Note** that bidders will be required to oversee the migration of all workloads to the new virtual & SAN storage using industry best practices, configure application integrated onsite and offsite backups, resize, cloning and restores for all critical applications and act as the 2nd level support for all storage related issues before they are escalated to vendor support desks. **Bidders to provide a sketch of the proposed solution**	– Provide detailed explanation of how they will meet the desired requirement		
26	Bidders onsite support for 3 year - Bidders are required to offer NCCA annual support for the solutions deployed within acceptable time limits to ensure Zero or very minimal downtime to NCCA's operations. Bidders should be easily reachable on phone/Email and should be able to assure NCCA of acceptable service levels on response times and incident priorities. **Please provide a draft annual SLA document.**	– Provide detailed explanation of how they will meet the desired requirement – Provide a draft annual SLA document		
27	Dealership Certificate -Certificate of dealership or Authorization for Unified Storage Solutions (Due diligence will be conducted)	– Provide all necessary documentation.		
28	Warranty policy - Warranty and Software Support - The storage systems should come with three years' Support Edge warranty & support for both HW and SW. Next business	– Provide all necessary documentation.		

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
	day (NBD) parts replacement must also be provided. The vendor must have a workshop in country to meet the Next business day (NBD) SLA.			

TECHNICAL MANDATORY EVALUATION DATA BACKUP AND REPLICATION SOLUTION

- Bidders to respond with YES/ NO and attach all relevant certified documentation for each item
- Bidders who fail to comply with any of the provided requirement will be automatically disqualified.
- Bidders who fail to attached required documentation will also be automatically disqualified
- Bidders should attach manufacturers brochures as well as explanation of how they will meet the desired requirement in their responses clearly indicating the brochure and explanation pages on the page number column. (Failure to do so will lead to disqualification).

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
1	Fast in-built deduplication and compression - The solution should be able to use a performance-optimized combination of deduplication and compression, allowing a single backup proxy to process data streams at 1GB/s during backup and restores. Should also be able to perform deduplication at both the source and the target.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
2	Changed Block Tracking (CBT) - The proposed solution should have a CBT mechanism to be used with incremental backups to identify the data blocks that have changed since the previous job session. This will reduce the load on internet links during backup processes.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
3	Save bandwidth by speeding up data transfer across the WAN. - Ability to in future dramatically reduce the bandwidth	– Provide detailed explanation of how they will meet the		

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
	required for transferring backups and replicas over the WAN by utilizing global caching, variable block length data fingerprinting and traffic compression.	desired requirement – Attach manufacturers brochures		
4	Encryption - The proposed solution must have built in end-to-end encryption, during a backup (before it leaves the network), during movement between components and while the backup data is at rest in its final destination.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
5	Easy restore of data - The solution should support easy restore of entire VMs, VM files, virtual disks, guest files and application files.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
6	Monitoring VMware & backup environments from a common pane. - The backup solution should have easy integration with the NCCA's VMware environment to enable monitoring, alerts, insights and visibility of the entire VMware and backup environment from a single pane including managing of backup, replication and restore tasks from one common pane.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
7	Replication - The solution should support easy replication of VMs and applications offsite to DR site ESXI servers, complete with assisted failover and failback to enable standby DR resources such as servers to work.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
8	Granular recovery of application items – Agentless - Ability to perform agentless application-integration with Microsoft Exchange, SQL Server, Oracle, Active Directory and SharePoint enabling	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
	application specific backups and itemized and full restore of workloads.			
9	Backup monitoring - The solution should enable one to easily monitor backups/replicas directly from the backup environment with at-a-glance views of backup processes and repositories to easily identify unprotected VMs and applications.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
10	Capacity planning and reporting - The backup solution should be able to issue on demand reports and perform capacity planning e.g. easily tell when backup destinations are almost full with complete alerting (email or otherwise)	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
11	Search - The backup solution should enable performing of easy and advanced searches for items and objects, browsing through backups and electronic discovery.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
12	Abstraction layer to create a single virtual pool - The ability for the solution to group multiple single backup repositories into one abstract repository.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
13	Planned Failover - The ability to proactively switch from a running VM to its replica incase the primary VM is scheduled to go offline for some time, for example, if you plan to perform datacenter migration, maintenance or software upgrade of the primary VM.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
14	Restores - Restored items should easily be saved to different locations, sent via email or exported, or even restored to the original locations (the production VM).	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers		

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
		brochures		
15	Backup Targets - The solution should support backups to a variety of locations including tape, NAS, SAN, cloud, external Hard disks etc.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
16	Cloud connect - The proposed solution should support a fast and secure way to get physical and virtual backups offsite and replicate VMs to a cloud service provider of NCCA's choice without the cost and complexity of building and maintaining an offsite infrastructure.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
17	Complete visibility - The proposed solution should provide Monitoring, reporting, and capacity planning for the virtual environment and backup infrastructure complete with health and performance dashboards.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
18	Explorer for Storage Snapshots. - The solution should be able to restore individual VMs, guest files and application items from storage snapshots.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
19	Test backups and Replicas without impacting production VMs - Ability to test changes in a production-like environment before deployment. The solution should also be able to use storage snapshots to create complete isolated copies for faster and easier testing and troubleshooting	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
20	Licensing - The backup software should be licensed per the number of CPUs at NCCA - 6 CPU Licenses required. Bidders who provide perpetual licensing will have added advantage. Please indicate your	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE	Y/ N	PAGE NUMBER
	licensing type under responses.			
21	Support and Maintenance - Bidders must also provide a detailed 3-year support contract for support and maintenance services for the proposed backup and replication environment. The SLA will kick in immediately after issuance of project completion certificate.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures		
22	Dealership Certificate -Certificate of dealership or Authorization for Data Backup and Replication Systems (Due diligence will be conducted)	– Provide all necessary documentation.		
23	Warranty 3 year of production (24/7) manufacturer's warranty & support for the proposed solution	– Provide all necessary documentation.		
24	Installation Scope, User training, documentation. - Bidders will be required to perform: • The installation of all supplied systems and integrating these to work with existing server systems as required. • Knowledge transfer to five NCCA's ICT staff (i.e. including complete Certification Learning Credits and certification examinations for 5 ICT officers for the proposed backup and DR solution).	– Provide detailed explanation of how they will meet the desired requirement		

STAGE THREE: FINANCIAL EVALUATION

The bidders shall be subjected to price comparison at the financial stage.
The tender shall be awarded to the lowest evaluated bidder.

NOTE: The Nairobi City County Assembly Service Board will conduct a due diligence on the clients that will have been responsive to determine the tenderers capability/capacity to provide the required services.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

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 and will be treated thus in the evaluation of the tender.

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

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

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

3.6   **Patent Rights**

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

3.7   **Performance Security**

3.7.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of
    a) Cash
    b) Bank guarantee
    c) Such insurance guarantee approved by the Authority
    d) Letter of credit

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

3.8   **Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either

replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4   The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation 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 and packaging of the equipment 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 equipment, documents and installation of the same 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 equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12   **Payment**

3.12.1   The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2   Payments shall be made promptly by the Procuring entity as specified in the contract

3.13   Prices

3.13.1   Prices charged by the tenderer for equipment delivered and installation 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 requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14.   Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15. Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16. Termination for Default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
   (a)   if the tenderer fails to deliver any or all of the equipment within the period9s) specified in the Contract, or within any extension thereof granted by the Procuring entity
   (b)   if the tenderer fails to perform any other obligation(s) under the Contract
   (c)   if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items 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.

3.19. Resolution of Disputes

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

3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

3.21.1 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.

3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

3.22.2 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
Performance Security 3.7.1	Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the NCCA the performance security of 10% of the contract amount
Payment 3.12.1	One-off payment Payment shall be made promptly by the NCCA, but in no case later than sixty (60) days after submission of an invoice or claim.
Resolution of Disputes 3.18.1	*Indicate resolutions of disputes*

SECTION V   - SCHEDULE OF REQUIREMENTS AND PRICES

REQUIREMENTS FOR NAIROBI CITY COUNTY ASSEMBLY SERVER UPGRADE

1. NCCA SERVERS UPGRADES			
1.1. Server Upgrade for HP G8 - Serial Number:CZ242302RF - Part number:470065-769			
#	**SKU**	**DESCRIPTION**	**QTY**
1.1.1	-	RAM: Upgrade of RAM to 256GB total i.e. 32GB RAM	LOT
1.1.2	-	HPE 82E 8Gb Dual-port PCI-e FC HBA	1
1.1.3	-	1 CPU	1
1.1.4	-	Power supply unit	LOT
1.1.5	-	Cooling fan	LOT
1.2. Server Upgrade for HP G8 - Serial Number: CZ242302RK - Part number:470065-769			
#	**SKU**	**DESCRIPTION**	**QTY**
1.2.1	-	RAM: Upgrade of RAM to 256GB total i.e. 32GB RAM	LOT
1.2.2	-	HPE 82E 8Gb Dual-port PCI-e FC HBA	1
1.2.3	-	1 CPU	1
1.2.4	-	Power supply unit	LOT
1.2.5	-	Cooling fan	LOT
1.3. Dell PowerEdge R730 Server Upgrade - Serial Number: 5TLQ3K2			
#	**SKU**	**DESCRIPTION**	**QTY**
1.3.1	-	RAM: Upgrade of RAM to 256GB total i.e. 32GB RAM	LOT
1.3.2	-	1x Dual port 8GBS HBA card	1
1.3.3	-	Power supply unit	1
1.3.4	-	1x CPU (Additional Second Processor)	1
1.3.5	-	Cooling fan	LOT
1.4. IBM System x3650 M4 – Serial Number:06EMBTY – Part Number: 81Y4391			
#	**SKU**	**DESCRIPTION**	**QTY**
1.4.1	-	RAM: Upgrade of RAM to 256GB total i.e. 32GB RAM	LOT
1.4.2	-	1x Dual port 8GBS HBA card	1
1.4.3	-	Power supply unit	1
1.4.4	-	1x CPU (Additional Second Processor)	1
1.4.5	-	Cooling fan	LOT
1.5. HPDL360G7 – Serial Number:152PESD			
#	**SKU**	**DESCRIPTION**	**QTY**
1.5.1	-	RAM: Upgrade of RAM to 256GB total i.e. 32GB RAM	LOT
1.5.2	-	1x Dual port 8GBS HBA card	1
1.5.3	-	Power supply unit	1
1.5.4	-	1x CPU (Additional Second Processor)	1
1.5.5	-	Cooling fan	LOT

1.5.6	-	Rack Rails	LOT

2. TOP OF THE RACK SWITCH

#	SKU	DESCRIPTION	QTY
2.1	Top of the rack switch	24 X 1Gbe Ports 4X SFP 1000 Mbps uplink Ports Layer2 Switching Functionality – STP, Jumbo frames, VLAN support & tagging Layer 3 static routing with 32 routes for network segmentation and expansion. Layer 3 static IPv4/IPv6 routing – ARP, DHCP Relay. Redundant Power Supply. ACLs, Port isolation, port security, ARP attack protection.	2

3. VIRTUALIZATION SOFTWARE

#	SKU	DESCRIPTION	QTY
3.1	PR site - Virtualization Software	Virtualization software for six (6) processor sockets plus the management server software. 24/7 Production support for virtualization SW for 3 year.	3
3.2	DR Site - Virtualization Software	Virtualization software for six (6) processor sockets plus the management server software. 24/7 Production support for virtualization SW for 3 year.	2

4. STORAGE SOLUTION

#	SKU	DESCRIPTION	QTY
4.1	PR Site Storage + Accessories	Unified Storage Appliances for Production & DR sites with all the necessary accessories such as cables, ports, disks and FC SAN switches as detailed in storage specs section above. 16 X LC-LC cables 3 X 24 port FC SAN switches 3 Yrs Support Edge support.	LOT
4.2	DR Site Storage + Accessories	Unified Storage Appliances for Production & DR sites with all the necessary accessories such as cables, ports, disks and FC SAN switches as detailed in storage specs section above. 16 X LC-LC cables 3 X 24 port FC SAN switches 3Yrs Support Edge support.	LOT

5. BACKUP AND DISASTER RECOVERY SOLUTION

#	SKU	DESCRIPTION	QTY
5.1	Backup/ DR Software	Licensed for 6 Processor sockets – Enterprise Plus Edition. Must be compatible with proposed storage solution to enable backing up/restore from storage snapshots	1

6. SERVER RACK

#	SKU	DESCRIPTION	QTY
6.1	-	42U Server Cabinet with Glass Door - 600x800 W600 x D800 x H2055mm	1

7. HVAC,			
#	SKU	DESCRIPTION	QTY
7.1	PR Site HVAC SYSTEM + Accessories	HVAC SYSTEM + Accessories solution for the production site.	LOT

8. WARRANTIES			
#	SKU	DESCRIPTION	Period
8.1	-	Service period/ warranty duration for all products	36 Months

9. PROFESSIONAL SERVICES			
#	SKU	DESCRIPTION	QTY
9.1	-	Installations, customization, configurations, migrations, testing and training (i.e. including complete Certification Learning Credits including Certification Examinations for 5 officers for the proposed virtualization, storage and backup and DR solutions) (Note: for all hardware and software as per procuring entity requirements with minimal downtime)	Lot

10. ACCESSORIES			
10.1	-	Other Accessories (Bidders to provide a list all the accessories)	Lot

PRICE SCHEDULE FOR GOODS
NAIROBI CITY COUNTY ASSEMBLY SERVER UPGRADE

		1. NCCA SERVERS UPGRADES			
1.1. Server Upgrade for HP G8 - Serial Number:CZ242302RF - Part number:470065-769					
#	**SKU**	**DESCRIPTION**	**QTY**	**UNIT COST [KSH]**	**TOTAL COST [KSH]**
1.1.1	-	RAM: Upgrade of RAM to 256GB total i.e. 32GB RAM	LOT		
1.1.2	-	HPE 82E 8Gb Dual-port PCI-e FC HBA	1		
1.1.3	-	1 CPU	1		
1.1.4	-	Power supply unit	LOT		
1.1.5	-	Cooling fan	LOT		
1.2. Server Upgrade for HP G8 - Serial Number: CZ242302RK - Part number:470065-769					
#	**SKU**	**DESCRIPTION**	**QTY**	**UNIT COST [KSH]**	**TOTAL COST [KSH]**
1.2.1	-	RAM: Upgrade of RAM to 256GB total i.e. 32GB RAM	LOT		
1.2.2	-	HPE 82E 8Gb Dual-port PCI-e FC HBA	1		
1.2.3	-	1 CPU	1		
1.2.4	-	Power supply unit	LOT		
1.2.5	-	Cooling fan	LOT		
1.3. Dell PowerEdge R730 Server Upgrade - Serial Number: 5TLQ3K2					
#	**SKU**	**DESCRIPTION**	**QTY**	**UNIT COST [KSH]**	**TOTAL COST [KSH]**
1.3.1	-	RAM: Upgrade of RAM to 256GB total i.e. 32GB RAM	LOT		
1.3.2	-	1x Dual port 8GBS HBA card	1		
1.3.3	-	Power supply unit	1		
1.3.4	-	1x CPU (Additional Second Processor)	1		
1.3.5	-	Cooling fan	LOT		
1.4. IBM System x3650 M4 – Serial Number:06EMBTY – Part Number: 81Y4391					
#	**SKU**	**DESCRIPTION**	**QTY**	**UNIT COST [KSH]**	**TOTAL COST [KSH]**
1.4.1	-	RAM: Upgrade of RAM to 256GB total i.e. 32GB RAM	LOT		
1.4.2	-	1x Dual port 8GBS HBA card	1		
1.4.3	-	Power supply unit	1		
1.4.4	-	1x CPU (Additional Second Processor)	1		
1.4.5	-	Cooling fan	LOT		
1.5. HPDL360G7 – Serial Number:152PESD					
#	**SKU**	**DESCRIPTION**	**QTY**	**UNIT COST [KSH]**	**TOTAL COST [KSH]**
1.5.1	-	RAM: Upgrade of RAM to 256GB total i.e. 32GB	LOT		

#	SKU	DESCRIPTION	QTY	UNIT COST [KSH]	TOTAL COST [KSH]
		RAM			
1.5.2	-	1x Dual port 8GBS HBA card	1		
1.5.3	-	Power supply unit	1		
1.5.4	-	1x CPU (Additional Second Processor)	1		
1.5.5	-	Cooling fan	LOT		
1.5.6	-	Rack Rails	LOT		
		TOTAL SERVERS UPGRADE			

2. TOP OF THE RACK SWITCH					
#	SKU	DESCRIPTION	QTY	UNIT COST [KSH]	TOTAL COST [KSH]
2.1	Top of the rack switch	24 X 1Gbe Ports 4X SFP 1000 Mbps uplink Ports Layer2 Switching Functionality – STP, Jumbo frames, VLAN support & tagging Layer 3 static routing with 32 routes for network segmentation and expansion. Layer 3 static IPv4/IPv6 routing – ARP, DHCP Relay. Redundant Power Supply. ACLs, Port isolation, port security, ARP attack protection.	2		
		TOTAL TOP OF THE RACK SWITCH			

3. VIRTUALIZATION SOFTWARE					
#	SKU	DESCRIPTION	QTY	UNIT COST [KSH]	TOTAL COST [KSH]
3.1	PR site - Virtualization Software	Virtualization software for six (6) processor sockets plus the management server software. 24/7 Production support for virtualization SW for 3 year.	3		
3.2	DR Site - Virtualization Software	Virtualization software for six (6) processor sockets plus the management server software. 24/7 Production support for virtualization SW for 3 year.	2		
		TOTAL VIRTUALIZATION SOFTWARE			

4. STORAGE SOLUTION					
#	SKU	DESCRIPTION	QTY	UNIT COST [KSH]	TOTAL COST [KSH]
4.1	PR Site Storage +	Unified Storage Appliances for Production & DR sites with all the necessary accessories such as	LOT		

				UNIT COST	TOTAL COST
	Accessories	cables, ports, disks and FC SAN switches as detailed in storage specs section above. 16 X LC-LC cables 3 X 24 port FC SAN switches 3 Yrs Support Edge support.			
4.2	DR Site Storage + Accessories	Unified Storage Appliances for Production & DR sites with all the necessary accessories such as cables, ports, disks and FC SAN switches as detailed in storage specs section above. 16 X LC-LC cables 3 X 24 port FC SAN switches 3Yrs Support Edge support.	LOT		
		TOTAL STORAGE SOLUTION			

5. BACKUP AND DISASTER RECOVERY SOLUTION					
#	SKU	DESCRIPTION	QTY	UNIT COST [KSH]	TOTAL COST [KSH]
5.1	Backup/ DR Software	Licensed for 6 Processor sockets – Enterprise Plus Edition. Must be compatible with proposed storage solution to enable backing up/restore from storage snapshots	1		
		TOTAL BACKUP AND DISASTER RECOVERY SOLUTION			

6. SERVER RACK					
#	SKU	DESCRIPTION	QTY	UNIT COST [KSH]	TOTAL COST [KSH]
6.1	-	42U Server Cabinet with Glass Door - 600x800 W600 x D800 x H2055mm	1		
		TOTAL SERVER RACK			

7. HVAC SYSTEM					
#	SKU	DESCRIPTION	QTY	UNIT COST [KSH]	TOTAL COST [KSH]
7.1	PR Site HVAC SYSTEM + Accessories	HVAC SYSTEM + Accessories solution for the production site.	LOT		
		TOTAL HVAC SYSTEM			

8. WARRANTIES					
#	SKU	DESCRIPTION	Period	UNIT COST	TOTAL COST

#	SKU	DESCRIPTION	QTY	UNIT COST [KSH]	TOTAL COST [KSH]
8.1	-	Service period/ warranty duration for all products	36 Months		
		TOTAL WARRANTIES			
		**9. PROFESSIONAL SERVICES**			
#	SKU	DESCRIPTION	QTY	UNIT COST [KSH]	TOTAL COST [KSH]
9.1	-	Installations, customization, configurations, migrations, testing and training (i.e. including complete Certification Learning Credits including Certification Examinations for 5 officers for the proposed virtualization, storage and backup and DR solutions) **(Note: for all hardware and software as per procuring entity requirements with minimal downtime)**	Lot		
		TOTAL PROFESSIONAL SERVICES			
		10. ACCESSORIES			
10.1	-	Other Accessories (Bidders to provide a list all the accessories)	Lot		
		TOTAL ACCESSORIES			
		PROJECT TOTAL			

Signature of tenderer _____

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

SECTION VI -   TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS EXISTING SERVER UPGRADE, TOP OF RACK SWITCHES AND HVAC SYSTEM AND CABINET

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE
1	Server upgrade parts required for each of the below servers: • HP DL380 G8 Servers: Serial Number: CZ242302RF | Part number: 470065-769 and Serial Number: CZ242302RK | Part number: 470065-769 • Dell PowerEdge R730 Server. Serial Number: 5TLQ3K2 • IBM X3650 M4 Server. Serial Number: 06EMBTY | Part Number: 81Y4391 • HP DL360G7 Server. Serial Number: 152PESD The following upgrade is desired: • Dual port 8Gbs HBA PCie cards • RAM upgrade to 256GB RAM total per server • CPU sockets upgrade to two. • Power Supply units upgrade to two. **Note:** Bidders will only invoice the upgraded components. 8Gbs HBA PCie cards upgrade for 5 servers @ 1.5 marks each RAM upgrade for 5 servers @ 1.5 marks each CPU upgrade for 5 servers @ 1.5 marks each Power supply units upgrade for 5 servers @ 1.5 marks each.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
2	Top of rack switch – Qty 2 Bidders should supply and configure two (2) top of rack switches for primary and DR sites each: • 24 X 1Gbe Ports • 4X SFP 1000 Mbps uplink Ports • Layer2 Switching Functionality – STP, Jumbo frames, VLAN support & tagging • Layer 3 static routing with 32 routes for network segmentation and expansion. • Layer 3 static IPv4/IPv6 routing – ARP, DHCP Relay. • Redundant Power Supply. ACLs, Port isolation, port security, ARP attack protection.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
3	42U Server Rack - Bidders should provide a 42U Server Cabinet with Glass Door. The rack should have two C14 PDUs.	– Attach manufacturers brochures

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE
4	HVAC Systems Solution: • High wall Air-cooling indoor split unit of 6.8KW (22,00Btu/hr.) cooling capacity • 52 dBA Sound pressure level • Complete with room thermostat controls and 30A AVS • Charged with R410 refrigerant • Supplied with insulated drain hose • Mounting Brackets, washer fixing plate, sealing pads etc. • 3yrs Bidder Servicing and maintenance	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
5	Dealership Certificate -Certificate of dealership or Authorization for Server Components, Top Rack Switches and HVAC (Due diligence will be conducted)	– Provide all necessary documentation.
6	Warranty policy - 3-year warranty for Server Components, Top Rack Switches and HVAC.	– Provide all necessary documentation.

TECHNICAL SPECIFICATIONS SERVER VIRTUALIZATION SOFTWARE (I.E. PRODUCTION & DR SITES)

SNO	REQUIREMENT/ DESCRIPTIONS	EVIDENCE
1	Products performance and market strength - The product MUST be in the leader's quadrant in Gartner's Magic Quadrant for x86 Server Virtualization Infrastructure. The Virtualization platform must have over 10 years in active production environments The Virtualization software must be based on a Unix platform for stability purposes. The Hypervisor must not occupy a footprint of beyond 200MB to reduce the attack surface/footprint.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
2	Virtualization Software – The license proposed must be able to support seamless migration of virtual machine workload from **any storage platform to another** to support planned storage maintenance activities with zero downtime	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
3	Operating System & Clustering Support - The storage array shall support industry-leading Operating System platforms including: Windows Server 2008, Windows 2012, VMware, Sun Solaris, IBM-AIX, OpenVMS, FreeBSD and Unix etc.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
4	VM Migration support - The virtualization solution must support LIVE virtual machine migration from across vSwitches and also from host to host. Must	– Provide detailed explanation of how they will meet the desired

SNO	REQUIREMENT/ DESCRIPTIONS	EVIDENCE
	have capability to in future support Live migration of virtual machines over long distances across different datacenters or clouds.	requirement – Attach manufacturers brochures
5	Central management server - The central management server for managing the different clusters, hosts, VMs and datastores must be capable of: • Native server high availability • Native server backup and restore ability • Managing up to unlimited host servers (10,000 hosts) from one server	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
6	Virtual Machine Encryption - The virtualization technology must allow future support for data-at-rest encryption for VM data and disks.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
7	Fault Tolerance - The virtualization platform must allow creation of live shadow copies for critical VMs that lack the ability for native application always-on clusters. This will ensure continuous availability (zero data loss/zero downtime) of any application in the events of a hardware failure. The software should provide this for 2 CPU virtual machines with capability in future to support 8 VCPU VMs	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
8	Replication - The solution must support scheduled replication of virtual machine state between different hardware platforms or different storage arrays.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
9	Support and administration - The bidder must ensure that the solution supports desktop clients, web clients and mobile client's access to the hypervisor for administration and management. The solution should also support role-based administration and single sign on capabilities.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
10	Data Protection/ Native VM Backup - The solution MUST Protect data through fast agent-less backups to disk, with de-duplication to minimize use of backup disk space. It should deliver storage-efficient backups through patented variable-length deduplication, rapid recovery, and WAN-optimized replication of backups to or for offsite DR sites.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures

SNO	REQUIREMENT/ DESCRIPTIONS	EVIDENCE
11	VM Antivirus & antimalware solutions - The solution must have ability to secure virtual machines with offloaded anti-virus and antimalware solutions, without the need for installing agents inside the virtual machine.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
12	Live Resource Expansion - The solution must support Hot-adding resources to applications VMs e.g. vCPU, vRAM, Hot-plug/extend virtual disk, NICs etc.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
13	HA - The solution must provide high availability for applications running in virtual machines if a hardware or operating system failure occurs by automatically restarting the affected virtual machines on other production servers with spare capacity.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
14	Zero downtime, zero data loss continuous availability - The solution should automatically trigger the creation of a new secondary virtual machine after failover and automatically trigger the creation of a new secondary virtual machine after failover, to ensure continuous protection to the application.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
15	Thin Provisioning - The virtualization solution must support dynamic allocation of shared storage capacity, enabling CMC MOTORS to implement a tiered storage strategy while reducing upfront storage spending.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
16	Server Management - The virtualization solution should provide central management of virtualized host environments - VM monitoring, management and general administration	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
17	Storage APIs for Array Integration, multipathing - The solution must allow for improving performance, reliability, and scalability of the environment by leveraging efficient Storage array-based operations and third-party storage vendor multipath software capabilities. Explain in the context of your proposed Unified storage solution.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
18	Templates Library - The solution must provide a	– Provide detailed

SNO	REQUIREMENT/ DESCRIPTIONS	EVIDENCE
	library for effective centralized management for virtual machine templates, virtual appliances, ISO images, and scripts.	explanation of how they will meet the desired requirement – Attach manufacturers brochures
19	QOS support - The solution must provide critical VMs with storage and network quality-of-service priorities for guaranteed access to resources.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
20	Qty of virtualization licenses - NCCA requires licenses for virtualizing the existing servers. Bidders should provide licenses for 6 CPUs and the management server	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
21	Warranty and Support for the virtualization Solutions - The bidder MUST provide (1) year 24/7 support and manufacturer's warranty for the virtualization solutions. Support should be from Original software OEM – Note support from server hardware vendors will not be accepted.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
22	Per VM EVC Compatibility. - The solution must allow seamless migration across different CPUs or server models across the hybrid cloud by persisting the EVC mode per-VM during migrations across clusters and during power cycles.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
23	Migration of Physical Servers to the Virtual Environment - The bidder is required to provide costing for the migration of all NCCA workloads to the new virtual environments in both PR and DR site virtual infrastructures.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
24	VMware Renewal - Support Renewal for existing VMware Licenses: VMware Production support required.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
25	DR Site VMware License - A New VMware Essentials Kit License for DR site servers	– Provide detailed explanation of how they will meet the desired

SNO	REQUIREMENT/ DESCRIPTIONS	EVIDENCE
		requirement – Attach manufacturers brochures
26	Dealership Certificate -Certificate of dealership or Authorization for server virtualization software (Due diligence will be conducted)	– Provide all necessary documentation.
27	Warranty policy - 3-year warranty for server virtualization software.	– Provide all necessary documentation.
28	Qualified Key Personnel's a) Provide CVs & Certificates of at least 3 technical staff with at least 3 years' experience in similar assignment. b) Provide a CV & Certificates of one engineer with at least 5 years post qualification experience.	– Provide all necessary documentation.
29	Evidence of Similar Projects - The bidder MUST demonstrate relevant experience in installation and maintenance of server virtualization software. Provide at least 5 proof of similar works done in the last 3years (Attach documentary evidence)	– Provide all necessary documentation.

TECHNICAL SPECIFICATIONS STORAGE SOLUTION (I.E. PRODUCTION & DR SITES)

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE
1	OS Support - The storage array should support industry-leading Operating System platforms & clustering including: *Windows Server 2008, Windows Server 2012, Windows Server 2016, VMware*, Sun Solaris, HP-UX, OpenVMS and IBM- AIX etc.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
2	Configured Capacity - Unified storage systems with the following capacity is desirable. Bidders to explicitly indicate the capacity they would provide. Bidders who provide high capacity at a cost-effective rate will have added advantage: **Primary Site** NCCA requires at least 14TB Usable capacity on production & 17TB Usable capacity on the DR site. This should be achieved using a Raid setup that protect the organization from up to double disk drive failures. Additionally, each storage aggregate must keep a hot spare disk to protect from downtime due to drive failures: • 4 X 960 GB SSD disks • 20 X 1.2TB SAS disks **DR Site**	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE
	• 4 X 960 GB SSD disks • 20 X 4TB SATA disks Bidders to indicated the capacity of storage that they will offer under responses.	
3	Storage Controllers - Offer support for active-active controllers which shall be true active-active in a single system. The DR site storage should also be configured with two storage controllers to ensure similar performance even during DR failover events.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
4	Redundancy - Offered Storage Array shall be configured in a No SPOF configuration including Array Controller cards, Cache memory, FAN, Power supply etc.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
5	Array Cache - The storage array should have a minimum of 64GB physical memory in a single system and 8GB of NVMEM. The cache must support both reads and writes. This will be for supporting spikes from the NCCA's applications during peak periods.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
6	Ports - Offered Storage shall have minimum of 4 **Fiber channel host ports** running at 4 X 8 Gbps ports for a switchless CDOT cluster. This should be distributed as **a dual CNA board port pair on each controller** as NCCA will expect to be able to connect the storage to the virtual environment via a SAN switch network with multipath I/O streams.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
7	FC Connectivity - FC connectivity is required on both sites. Bidders will be required to supply: • 16 Multimode LC/LC fiber cables for connecting to the server environment in both sites. • Three 24 port SAN switches each with 8 active SFP ports.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
8	Storage CPU cores required - 24 CPU cores required based on latest Intel Broadwell-DE six-core processor	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
9	Back End connectivity - Offered storage shall have minimum of 4 SAS lanes in the back-end for disk connectivity to internal and external drives running at minimum 12 Gbps SAS speed.	– Provide detailed explanation of how they will meet the

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE
		desired requirement – Attach manufacturers brochures
10	RAID Support - The RAID configuration on the storage should have the ability to support up to three disk failures when large SATA drives are used and 2 disk failures when using small & medium size disks.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
11	Disks Support and capabilities - The storage array should support 900GB, 1.2TB, 1.8TB hot-pluggable Enterprise SAS, 960GB, 3.84TB, 15.3TB Solid State drives and additionally 2TB / 3TB / 4TB, 6TB, 8TB & 10TB SATA drives	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
12	Storage software - Storage software provided should include snapshots, cloning, snap Restores, onsite backup ability (on the storage itself) and offsite data replication capabilities. All backup and restore processes should be application aware esp. for Oracle, SQL server, MySQL DBs, Exchange, SAP, SharePoint and other commonly used applications.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
13	Storage Encryption features required: Data at Rest Encryption - Volume level encryption required Trusted Platform Module (Encryption) also required	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
14	Hot Spares - The proposed storage must support global hot spares such that the hot spare can participate in any raid group/pool	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
15	Management Software - Storage subsystem shall be supplied and installed with native virtual environment integration -capable of being managed from the virtual environment server manager dashboard so that common storage tasks such as adding space, resizing volumes, deleting volumes, creating volumes etc. can be done right from the virtual environment.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
16	Information Protection - In case of power failure, storage subsystem shall have de-staged mode so that un-committed information can be protected.	– Provide detailed explanation of how they will meet the desired requirement

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE
		– Attach manufacturers brochures
17	Thin Capabilities - Offered storage array shall be supplied with Thin provisioning and shall support Thin Re-claim (Zero Page reclaim)	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
18	Storage Efficiency - Offered storage array shall be tightly integrated with the organization's virtual environment as proposed.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
19	Snapshots Efficient - The storage array should support space efficient snapshots. Explain. Offered Storage shall have support to make the snapshot and full copy (Clone) on the thin volumes if original volume is created on thick or vice-versa.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
20	Supplied software - Storage must come with the following features enabled: Compression, Deduplication, Compaction, Snapshots and Cloning software and Thin Provisioning. NCCA will require dedupe, compression and compaction to be turned on automatically for all volumes to save on space.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
21	QOS Support - Offered Storage array shall support quality of services so that required performance (IOPS) or bandwidth or both can be "Guaranteed" into the environment. Storage must have capability to set IOPS maximums, minimums and burst levels for every storage virtual machine.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
22	Online Migration - Offered storage shall support dynamic migration of Volumes from on Raid group or pool to another while keeping the application online.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
23	Data Tiering - For effective data tiering, Storage subsystem shall support automatically Policy based Sub-Lun Data Migration from one Set of drive Tier to another set of drive tier to ensure applications that require more IOPS are easily promoted to faster Flash drives with absolutely no data migration taking place.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE
		brochures
24	Replication - The storage array should support data replication to the offsite appliance. Explain how you will achieve offsite data replication.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
25	Installation Scope, User training, documentation. - Bidders will be required to perform: • The installation of all supplied systems and integrating these to work with existing server systems as required. • Knowledge transfer to NCCA's ICT staff. **Note** that bidders will be required to oversee the migration of all workloads to the new virtual & SAN storage using industry best practices, configure application integrated onsite and offsite backups, resize, cloning and restores for all critical applications and act as the 2nd level support for all storage related issues before they are escalated to vendor support desks. **Bidders to provide a sketch of the proposed solution**	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
26	Bidders onsite support for 3 year - Bidders are required to offer NCCA annual support for the solutions deployed within acceptable time limits to ensure Zero or very minimal downtime to NCCA's operations. Bidders should be easily reachable on phone/Email and should be able to assure NCCA of acceptable service levels on response times and incident priorities. **Please provide a draft annual SLA document.**	– Provide detailed explanation of how they will meet the desired requirement – Provide a draft annual SLA document
27	Dealership Certificate -Certificate of dealership or Authorization for Unified Storage Solutions (Due diligence will be conducted)	– Provide all necessary documentation.
28	Warranty policy - Warranty and Software Support - The storage systems should come with three years' Support Edge warranty & support for both HW and SW. Next business day (NBD) parts replacement must also be provided. The vendor must have a workshop in country to meet the Next business day (NBD) SLA.	– Provide all necessary documentation.
29	Qualified Key Personnel's a) Provide CVs & Certificates of at least 3 technical staff with at least 3 years' experience in Unified Storage Solutions. b) Provide a CV & Certificates of one engineer with at least 5 years post qualification experience in Unified Storage Solutions.	– Provide all necessary documentation.
30	Evidence of Similar Projects - The bidder MUST demonstrate relevant experience in installation and maintenance of Unified Storage Solutions Systems. Provide at least 5 proof of similar works done in the last 3years (Attach documentary evidence)	– Provide all necessary documentation.

TECHNICAL SPECIFICATIONS DATA BACKUP AND REPLICATION SOLUTION

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE
1	Fast in-built deduplication and compression - The solution should be able to use a performance-optimized combination of deduplication and compression, allowing a single backup proxy to process data streams at 1GB/s during backup and restores. Should also be able to perform deduplication at both the source and the target.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
2	Changed Block Tracking (CBT) - The proposed solution should have a CBT mechanism to be used with incremental backups to identify the data blocks that have changed since the previous job session. This will reduce the load on internet links during backup processes.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
3	Save bandwidth by speeding up data transfer across the WAN. - Ability to in future dramatically reduce the bandwidth required for transferring backups and replicas over the WAN by utilizing global caching, variable block length data fingerprinting and traffic compression.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
4	Encryption - The proposed solution must have built in end-to-end encryption, during a backup (before it leaves the network), during movement between components and while the backup data is at rest in its final destination.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
5	Easy restore of data - The solution should support easy restore of entire VMs, VM files, virtual disks, guest files and application files.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
6	Monitoring VMware & backup environments from a common pane. - The backup solution should have easy integration with the NCCA's VMware environment to enable monitoring, alerts, insights and visibility of the entire VMware and backup environment from a single pane including managing of backup, replication and restore tasks from one common pane.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
7	Replication - The solution should support easy	– Provide detailed explanation of how they

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE
	replication of VMs and applications offsite to DR site ESXI servers, complete with assisted failover and failback to enable standby DR resources such as servers to work.	will meet the desired requirement – Attach manufacturers brochures
8	Granular recovery of application items – Agentless - Ability to perform agentless application-integration with Microsoft Exchange, SQL Server, Oracle, Active Directory and SharePoint enabling application specific backups and itemized and full restore of workloads.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
9	Backup monitoring - The solution should enable one to easily monitor backups/replicas directly from the backup environment with at-a-glance views of backup processes and repositories to easily identify unprotected VMs and applications.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
10	Capacity planning and reporting - The backup solution should be able to issue on demand reports and perform capacity planning e.g. easily tell when backup destinations are almost full with complete alerting (email or otherwise)	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
11	Search - The backup solution should enable performing of easy and advanced searches for items and objects, browsing through backups and electronic discovery.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
12	Abstraction layer to create a single virtual pool - The ability for the solution to group multiple single backup repositories into one abstract repository.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
13	Planned Failover - The ability to proactively switch from a running VM to its replica incase the primary VM is scheduled to go offline for some time, for example, if you plan to perform datacenter migration, maintenance or software upgrade of the primary VM.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
14	Restores - Restored items should easily be saved to different locations, sent via email or exported, or even restored to the original locations (the production VM).	– Provide detailed explanation of how they will meet the desired

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE
		requirement – Attach manufacturers brochures
15	Backup Targets - The solution should support backups to a variety of locations including tape, NAS, SAN, cloud, external Hard disks etc.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
16	Cloud connect - The proposed solution should support a fast and secure way to get physical and virtual backups offsite and replicate VMs to a cloud service provider of NCCA's choice without the cost and complexity of building and maintaining an offsite infrastructure.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
17	Complete visibility - The proposed solution should provide Monitoring, reporting, and capacity planning for the virtual environment and backup infrastructure complete with health and performance dashboards.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
18	Explorer for Storage Snapshots. - The solution should be able to restore individual VMs, guest files and application items from storage snapshots.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
19	Test backups and Replicas without impacting production VMs - Ability to test changes in a production-like environment before deployment. The solution should also be able to use storage snapshots to create complete isolated copies for faster and easier testing and troubleshooting	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
20	Licensing - The backup software should be licensed per the number of CPUs at NCCA - 6 CPU Licenses required. Bidders who provide perpetual licensing will have added advantage. Please indicate your licensing type under responses.	– Provide detailed explanation of how they will meet the desired requirement – Attach manufacturers brochures
21	Support and Maintenance - Bidders must also provide a detailed 3-year support contract for support and maintenance services for the proposed backup and	– Provide detailed explanation of how they will meet the desired

SNO	REQUIREMENT/ DESCRIPTION	EVIDENCE
	replication environment. The SLA will kick in immediately after issuance of project completion certificate.	requirement – Attach manufacturers brochures
22	Dealership Certificate -Certificate of dealership or Authorization for Data Backup and Replication Systems (Due diligence will be conducted)	– Provide all necessary documentation.
23	Warranty 3 year of production (24/7) manufacturer's warranty & support for the proposed solution	– Provide all necessary documentation.
24	Qualified Key Personnel's a) Provide CVs & Certificates of at least 3 technical staff with at least 3 years' experience in Data Backup and Replication Systems. b) Provide a CV & Certificates of one engineer with at least 5 years post qualification experience in Data Backup and Replication Systems.	– Provide all necessary documentation.
25	Evidence of Similar Projects - The bidder MUST demonstrate relevant experience in installation and maintenance of Data Backup and Replication Systems. Provide at least 5 proof of similar works done in the last 3years (Attach documentary evidence).	– Provide all necessary documentation.

SECTION VII-   STANDARD FORMS

Notes on the Standard Forms:

7.1   **Form of Tender**

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2   **Confidential Business Questionnaire Form**

This form must be completed by the tenderer and submitted with tender documents

7.3   **Tender Security Form**

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.4   **Contract Form**

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

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

7.6   **Bank Guarantee for Advance Payment.**
When there is an agreement to have Advance payment, this form must be duly completed.

7.7   **Manufacturer's Authorization Form**
When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.1 **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

_____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

_____

[signature]

_____

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2   CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 General
Business Name...
Location of Business Premises ....
Plot No, ... Street/Road..
Postal address .... Tel No. .... Fax Email................................
Nature of Business ....
Registration Certificate No..
Maximum value of business which you can handle at any one time – Kshs........................
Name of your bankers ....
Branch...

Part 2 (a) – Sole Proprietor

Your name in full……………………….Age…………………………………………….
Nationality……………………………Country of Origin……………………………..
Citizenship details
…………………………………………………..

Part 2 (b) – Partnership
Given details of partners as follows
Name   Nationality   Citizenship details   Shares
        …………………………………………………………………………………
        …………………………………………………………………………………
        …………………………………………………………………………………
        …………………………………………………………………………………

Part 2 (c) – Registered Company
Private or Public
State the nominal and issued capital of company
Nominal Kshs.
Issued Kshs.
Given details of all directors as follows
Name   Nationality   Citizenship details   Shares
        …………………………………………………………………………………
        …………………………………………………………………………………
        …………………………………………………………………………………
        …………………………………………………………………………………

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

7.3   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)

7.4   CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

7.5   PERFORMANCE SECURITY FORM

To …………………………………………..
[*name of Procuring entity*]

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

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

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

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

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

Signed and seal of the Guarantors

_____
[*name of bank or financial institution*]

_____
[*address*]

_____
[*date*]
(Amend accordingly if provided by Insurance Company)

7.6   BANK GUARANTEE FOR ADVANCE PAYMENT

To   ………………………….
          [*name of Procuring entity*]

[*name of tender*] …………………..

Gentlemen and/or Ladies:

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

7.7   MANUFACTURER'S AUTHORIZATION FORM

To   [*name of the Procuring entity*] …………………..

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

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

_____

[*signature for and on behalf of manufacturer*]

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

7.8. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

_____

_____

To:_____

_____

_____

_____

RE: Tender No._____

Tender Name_____

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

_____

_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

    *(FULL PARTICULARS)*_____

    _____

SIGNED FOR ACCOUNTING OFFICER

7.9   **FORM RB 1**

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF………..…20……...

BETWEEN

……………………………………….APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

etc

SIGNED ……………….(Applicant)

Dated on…………….day of ……………/…20…

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary