



**REPUBLIC OF KENYA**

**MINISTRY OF LANDS AND PHYSICAL PLANNING  
P.O BOX 30450-00100  
NAIROBI**

**OPEN TENDER**

**TENDER DOCUMENT  
FOR SUPPLY, DELIVERY, CONFIGURATION AND COMMISSIONING OF  
STORAGE, BACKUP AND REPLICATION SYSTEM**

**TENDER IFMIS NO: 712294- 2018/2019**

**FEBRUARY, 2019**

## TABLE OF CONTENTS

INTRODUCTION .....	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	6
Appendix to Instructions to Tenderers .....	17
SECTION III GENERAL CONDITIONS OF CONTRACT.....	25
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	30
SECTION V TECHNICAL SPECIFICATIONS.....	31
SECTION VI SCHEDULE OF REQUIREMENTS.....	32
SECTION VII PRICE SCHEDULE FOR GOODS.....	32
SECTION VIII STANDARD FORMS.....	33
8.1 FORM OF TENDER.....	34
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	35
8.3 TENDER SECURITY FORM.....	36
8.4 CONTRACT FORM.....	37
8.5 PERFORMANCE SECURITY FORM.....	38
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	39
8.7 MANUFACTURERER'S AUTHORIZATION FORM.....	40
8.8 LETTER OF NOTIFICATION OF AWARD.....	41
8.9 SWORN STATEMENT .....	42
9.0 LITIGATION HISTORY.....	43
9.1 FORM RBI.....	44
Tender securing declaration.....	45
9.2 Compliance Form.....	46

## **Introduction**

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
  - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
  - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
  - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
  - (b) The Invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

**SECTION I**                      **INVITATION TO TENDER**  
**DATE 26/02/2019**

**TENDER IFMIS NO:**            **712294-2018/2019**  
**TENDER NAME:**            **TENDER DOCUMENT FOR SUPPLY, DELIVERY,  
CONFIGURATION AND COMMISSIONING OF  
STORAGE, BACKUP AND REPLICATION  
SYSTEM**

- 1.1 The Ministry of Lands and Physical Planning invites sealed bids from eligible candidates for supply and delivery of filling cabinets.
- 1.2 Interested eligible candidates may obtain a complete set of tender documents at the Ministry of Lands and Physical Planning website: [www.ardhi.go.ke](http://www.ardhi.go.ke) and also at the **IFMIS portal: [supplier.treasury.go.ke](http://supplier.treasury.go.ke)** and search using the unique **IFMIS Tender Number (1548948-2018/2019)** provided against the tenders above. Candidates are advised to download, free of charge, and print the attached documents to enable them access all the pages of the tender documents.
- 1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain **valid for 120 days** from the closing date of the tender.
- 1.4 Tenderers are requested to submit **a filled tender securing declaration form valid for 120 days.**
- 1.5 Completed tender documents to be submitted through the **IFMIS SUPPLIER PORTAL: [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke)** as per the requirements contained in the RFQ so as to be received on or before (**12th April, 2019 at 10.00am East African Time.**).

**NOTE:**

- ***Bidders who may experience challenges in accessing and uploading their tenders in the IFMIS tender portal should contact the IFMIS Department in Treasury for assistance.***
  - ***MANUAL SUBMISSIONS will not be accepted. All tenders must be submitted online.***
- 1.6 Interested eligible candidates may obtain further information and inspect the tender documents at the Ministry of Lands and Physical Planning, Ardhi House, 1<sup>st</sup> Ngong Avenue, Ngong Road, 10th Floor Wing B, room 1018.
  - 1.7 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Ministry of Lands and Physical Planning, Ardhi House 7<sup>th</sup> Floor ,Wing C-Training room.

Principal Secretary  
**Ministry of Lands and Physical Planning**

**SECTION II - INSTRUCTIONS TO TENDERERS**

**Table of Contents**

	Page
2.1 Eligible tenderers.....	6
2.2 Eligible goods.....	6
2.3 Cost of tendering.....	6
2.4 Contents of Tender document.....	7
2.5 Clarification of documents.....	7
2.6 Amendment of documents.....	7
2.7 Language of tender.....	8
2.8 Documents comprising the tender.....	8
2.9 Tender forms.....	8
2.10 Tender prices.....	8
2.11 Tender currencies.....	9
2.12 Tenderers eligibility and qualifications.....	9
2.13 Goods' eligibility and conformity to tender documents.....	9
2.14 Tender security.....	10
2.15 Validity of tenders.....	11
2.16 Format and signing of tenders.....	11
2.17 Sealing and marking of tenders.....	11
2.18 Deadline for submission of tender .....	12
2.19 Modification and withdrawal of tenders.....	12
2.20 Opening of tenders.....	12
2.21 Clarification of tenders.....	13
2.22 Preliminary examination.....	13
2.23 Conversion to single currency.....	14
2.24 Evaluation and comparison of tenders.....	14
2.25 Contacting the procuring entity.....	14
2.26 Award of contract.....	14
(a) Post qualification.....	14
(b) Award criteria.....	15
(c) Procuring entity's right to vary quantities.....	15
(d) Procuring entity's right to accept or reject any or all tenders .....	15
2.27 Notification of award.....	15
2.28 Signing of contract.....	15
2.29 Performance security.....	16
2.30 Corrupt or fraudulent practices.....	16

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the **Schedule of Requirements Section VI.**
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## 2.4. **The Tender Document**

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

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

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

## 2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender.

The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

## 2.6 **Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

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

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

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

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

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

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.



## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing

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

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

## **2.14 Tender Security**

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

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

2.14.3 The tender security is required to protect the 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 bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the 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 as 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
  - or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.17 **Sealing and Marking of Tenders**

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
  - (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
  - (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," *(13th March, 2019 at 10.00am East African Time)*.

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

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

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than *(13th March, 2019 at 10.00am East African Time)*.

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

## **2.19 Modification and Withdrawal of Tenders**

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

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

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

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

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

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

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, *(13th March, 2019 at 10.00am East African Time)*, and in the location specified in the Invitation to Tender.

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

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the 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**

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 quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The 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 these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and Comparison of Tenders**

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

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

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

### **2.25 Preference**

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

### **2.26 Contacting the Procuring entity**

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

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

### **2.27 Award of Contract**

#### **(a) Post-qualification**

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to

paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) **Award Criteria**

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

(c) **Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

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

**2.28 Notification of Award**

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

### **2.30 Performance Security**

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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



## Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	<b><i>The Tender is Reserved for YOUTH</i></b>
2.14.1	<b><i>Bidders must fill the tender securing declaration form valid for 120 days.</i></b>
2.18.1	<p>Completed tender documents to be submitted through the <b><i>IFMIS SUPPLIER PORTAL: <a href="http://www.supplier.treasury.go.ke">www.supplier.treasury.go.ke</a></i></b> as per the requirements contained in the Tender so as to be received on or before <b><i>(13th March, 2019 at 10.00am East African Time).</i></b></p> <p><b><i>NOTE:</i></b></p> <ul style="list-style-type: none"> <li>• <b><i>Bidders who may experience challenges in accessing and uploading their tenders in the IFMIS tender portal should contact the IFMIS Department in Treasury for assistance.</i></b></li> <li>• <b><i>MANUAL SUBMISSIONS will not be accepted. All tenders must be submitted online.</i></b></li> </ul>
2.29.1	The Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties fourteen (14) days notification.

## **EVALUATION AND COMPARISON OF TENDERS**

The proposals will be evaluated in two stages namely preliminary and financial evaluation

### **A) Stage one mandatory requirements:-**

The preliminary evaluation shall involve checking on mandatory requirements (MR) which include the following:

<b>No.</b>	<b>Parameters / Requirements</b>	<b>Compliance (Yes/No)</b>
1.	A copy of certificate of Registration/Incorporation	Y/N
2.	Submission of a duly filled litigation form.	Y/N
3.	Submission of a duly filled and signed sworn statement.	
4.	A copy of current/valid tax compliance certificate issued by the Kenya Revenue Authority	Y/N
5.	Must fill the price schedule in the format provided	Y/N
6.	Must provide implementation services for all items from the OEM (Original Equipment Manufacturer)	Y/N
7.	Must fill the form of tender in the format provided	Y/N
8.	Bidder must have Manufacturers Authorization letters (MAF)/ from the OEM (Original Equipment Manufacturer)	Y/N
9.	The bidder must include 3 years premium support from the OEM	Y/N
10.	The bidder must include SLA (Service Level Agreement) for all items for 1 year	Y/N
11.	The bidder must provide qualifications and experience of at least four (4) key members of staff from the OEM who will manage the assignment.	Y/N
12.	The bidder must provide evidence that the proposed OEM has a local presence and office in country with local support resources (Mandatory Visit to Vendor office)	Y/N
13.	Must submit a completely filled, signed and stamped confidential business questionnaire in the format provided	Y/N
14.	Must provide Bid security in form of a guarantee from a bank or a reputable insurance company approved by the Public Procurement Oversight Authority amounting to Kshs 500,000.00	Y/N
15.	Methodology of work plan and how you intend to perform the said project in order to meet the Ministry standard of expectation. Time Schedule breakdown Manpower to be employed.	Y/N
16.	Must attach product brochure	Y/N

## **B) TECHNICAL EVALUATION**

Specific technical specifications for supply, delivery, configuration and commissioning of storage, backup and replication system.

<i>S/NO</i>	<i>DESCRIPTION OF CRITERIA</i>	<i>WEIGHTING SCORE</i>	<i>MAXIMUM MARK</i>
<i>1.</i>	<i>Implementation</i>		<i>280</i>
<i>2.</i>	<i>Support</i>		<i>40</i>
<i>3.</i>	<i>Training</i>		<i>40</i>
<i>4..</i>	<i>SLA</i>		<i>40</i>

**NB: Bidders are encouraged to carry out a site visit to ascertain all the requirements.**

**The pass mark for technical evaluation will be 80%.Candidates that will have attained those points will have their financial proposals evaluated.**

## **C) Stage Two: Financial Evaluation**

At this stage, consideration will be as follows:-

- 1) The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract for each item.*
- 2) If there is a tie on the lowest quoted price for any item, fairness and equity shall be considered for award.*
- 3) Unrealistic low/high prices shall be rejected depending on the market price of the items tendered.*

**Note: Market survey will be conducted to establish whether the prices quoted are realistic before the contract is awarded.**

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **Table of Clauses**

	Page
3.1 Definitions.....	20
3.2 Application.....	20
3.3 Country of Origin.....	20
3.4 Standards.....	20
3.5 Use of Contract documents and information.....	20
3.6 Patent Rights.....	21
3.7 Performance security.....	21
3.8 Inspection and Tests.....	21
3.9 Packing.....	22
3.10 Delivery and documents.....	22
3.11 Insurance .....	22
3.12 Payment.....	22
3.13 Price.....	22
3.14 Assignments.....	23
3.15 Sub contracts.....	23
3.16 Termination for default.....	23
3.17 Liquidated damages.....	23
3.18 Resolution of Disputes.....	24
3.19 Language and law.....	24
3.20 Force Majeure.....	24

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated: -

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

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

- 3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision 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 thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

### 3.8 **Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on the premises of the tenderer or its subcontractor(s), all reasonable

facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### 3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### 3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### 3.12 **Payment**

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

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

### 3.13 **Prices**

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
  - (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract
  - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

- 3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under



the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC.

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	Performance is not applicable
3.10.1	Delivery of the filing cabinets will be on as and when required basis
3.12.1	Payment will be done within 30 days on receipt of an invoice for the goods that have been delivered, installed, commissioned and accepted by the procuring entity.

## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

The document is divided into 4 sections covering:

- Replication Appliances to support current and future storage requirements
- Upgrade of Storage Solution (including SAN switches)
- Secondary backup appliance which integrates with current backup appliance and Backup software upgrade
- Scale Out storage to store files, images and CCTV data
- Ministry of Lands would prefer to have a single OEM providing the End to End Solution.

### **1. REPLICATION REQUIREMENT**

#### **REPLICATION APPLIANCE (QTY 4)**

##### **Key Objective**

Ministry of Lands would like to be able to be able to recover data from any point in time to provide the business with the highest level of protection during system failures and provide a resilient Disaster Recovery solution which will work seamlessly with its current SAN framework as well as IP WAN whilst providing granular recovery for both array and applications

The solution should include out of band replication appliances that can be integrated with the current storage systems at Ministry of Lands

<b>Features</b>	<b>Description</b>	<b>Marks</b>
Integration	The proposed replication appliances should work with the current storage infrastructure at Ministry of Lands	10
Replication Mode	<p>The replication solution must be able to replicate in three ways:</p> <ul style="list-style-type: none"> <li>• Configured unidirectional</li> <li>• Bidirectional</li> <li>• DV-R like recovery to any point in time</li> </ul> <p>The replication solution should also provide:</p> <ul style="list-style-type: none"> <li>• Asynchronous, synchronous and dynamic switching between Async to Synchronous and vice versa</li> <li>• Unidirectional, bidirectional, chain or star with ability to pause</li> </ul>	5
Implementation	Replication solution must be implemented in-band or out band and therefore not in the array or as array software. This is to ensure predictable performance and less load on array due to replication	5
Data Recovery Point	<p>The solution must support any point in time recovery of data.</p> <p>Please note: Data Mirroring is not a form of any point in time recovery. Data Mirroring overwrites data which had been previously copied</p>	5
Utilization of Bandwidth	The solution must provide bandwidth reduction, deduplication & compression for WAN transfer using either change deltas, prioritization, write-folding, deduplication or compression	3
Integration with other System	Must support application integration and consistent replication for Microsoft Exchange 2003, 2007, 2010 with crash consistent recovery point utilizing Microsoft's Volume Shadow Copy Server.	3

Database Interoperability support	Must support Oracle and MS SQL 2012, other applications and databases replication and consistent recovery.	2
Splitter Support	Must support both array based, host based and Fabric based splitters	2
Support of virtualization	Replication solution must have full integration with VMware Site Recovery Manager with Automated Failover and Failback as well as Microsoft Hyper- V	3
Simultaneous Replication	<ul style="list-style-type: none"> <li>• Replication solution must support 128 consistency groups simultaneously</li> <li>• Replication solution must be capable of replicating 2048 LUNs simultaneously</li> </ul>	2
Support of different environments	Must have group sets for Federated environments	3
Throughput	Must be capable of providing a minimum of 75MB/s steady throughput	2
Replication Protocol	The solution must be able to replicate over IP or Fiber as well as with Stretched CDP over Fiber	3
Journaling	Must have journaling for application aware recovery	5
Administration GUI	<p>Must have an Administration Graphical User interface. The management interface should provide:</p> <ul style="list-style-type: none"> <li>• Web-based (J2EE)</li> <li>• Properties view</li> <li>• Alert views—current and historic</li> <li>• Performance/event views</li> <li>• Capacity—current and historic</li> <li>• Trending</li> <li>• Event Logging</li> </ul>	2
Concurrency replication	Must provide Concurrent local and remote data protection that combines local and remote replication	3
Data accessibility	<ul style="list-style-type: none"> <li>• The solution must allow for instant access to protected data</li> <li>• The Continuous Data Protection solution should also be able to create bookmarks for significant point in time events, such as</li> </ul>	5

	high application writes to the SAN, which will allow the administrators to move rapidly to key data restore points.	
Heterogeneity	Replication solution should support heterogeneous Operating systems i.e. Windows, AIX, HP-UX, LINUX	2
Appliance Quantity (2)	The quantity of appliances to be included is as below: <ul style="list-style-type: none"> <li>• 2 * Appliances to support Site A</li> <li>• 2 * Appliances to support Site B</li> </ul>	5
Support	3 years HW/ SW Maintenance with 24 X 7 support by Original Equipment Manufacturer with the needed part numbers.	10
Training	Training credit valid 1 year for 5 should be included	10
SLA	1 year SLA from the bidder	10
Total Marks		100

## 2. Storage Solution Upgrade (QTY 2):

Features	Description	Marks
Basic Requirements	<p>The system should be:</p> <ul style="list-style-type: none"> <li>• Truly unified system serving both SAN and NAS from the same dual controllers</li> <li>• Active – Active Dual Controller systems</li> <li>• Must provide RAID 1/5/6 and allow transparent migrations between different RAID configurations. Disks should be available while zeroing.</li> <li>• Support Inline Compression and deduplication for All Flash Pools</li> <li>• Cloud enabled with possibility to integrate with (Private, Public, Hybrid) cloud</li> <li>• Solution must provide a SSD solution to store cache data in case of power off or power failure</li> </ul>	5

SPOF	Solution should implement a no Single Point Of Failure (SPOF) architecture. Kindly provide a detailed explanation of the architecture	2
Processors	Must have a storage processor architecture with Intel Haswell Processor, 2 x Intel E5 10-core 2.6ghz	3
Capacity	<p>Primary and DR Site Must deliver at least 52 TB effective protected by RAID capacity. The configuration should include:</p> <ul style="list-style-type: none"> <li>• 5 * 1.6 TB SSD drives using RAID 5 (4+1)</li> <li>• 18 * 1.8 TB SAS drives using RAID 6 (8+2)</li> <li>• 8 * 4 TB NL-SAS drives using RAID 6 (6+2)</li> </ul> <p>The above drives will be used for data storage. Kindly show your calculation and include the necessary hot spares for availability</p>	10
Scalability	<ul style="list-style-type: none"> <li>• Array should support up to 500 drives in the future without controller replacement</li> <li>• Array should be able to scale up to 24 Front End Ports per array</li> <li>• 4 x 4 lane 12Gb/s embedded SAS IO ports per array for back end connectivity</li> <li>• Array should allow an additional 8 x 4 lane 12Gb/s SAS IO ports per array for back end connectivity</li> </ul>	5
Growth Paths	<ul style="list-style-type: none"> <li>• Scale front end and storage independently.</li> <li>• Compatibility with Cloud Tiering appliance for archiving and file migration</li> <li>• Compatibility with cloud gateway to allow tiering to the cloud in future</li> </ul>	3
Local Protection	<ul style="list-style-type: none"> <li>• Capable of Controller Based Data at Rest Encryption</li> <li>• Local Point-In-Time Unified Snapshots</li> </ul>	2
Remote Protection	<ul style="list-style-type: none"> <li>• Native Asynchronous Block &amp; File Replication</li> <li>• Native Synchronous Block Replication</li> <li>• Replication for VMs</li> </ul>	2
Write Splitter	Inbuilt Write Splitter to support Out of Band Replication (support current replication topology)	3
Storage Operating Systems	Storage System operating environment must not be residing on the Storage controllers/ Storage processors.	2
Cache Extension	Solution must be able to absorb spikes in both read and write workloads by providing an extended cache style solution that must also avoid re-warming the cache on failover. The extended cache provided should be a minimum of 1200 GB (using RAID 1).	5

	Data Chunks should be moved in 64KB chunks	
Hot Sparing	Solution must provide automatic monitoring of disk drive health and initiate a proactive background drive rebuild on failing drives using permanent hot sparing	2
Snapshots	Storage array must be capable of doing snapshots of snapshots and Writable Snapshots The storage system must provide persistent snapshots.  The Writable Snapshots provided by the system must support the following features: <ul style="list-style-type: none"> <li>• Allows read/write access based on a previous checkpoint</li> <li>• Does not change production file system</li> <li>• Does not change previous snap</li> <li>• Changed blocks written to snap save area</li> </ul>	3
Drive Support	The storage platform should be capable of supporting 2nd generation enterprise flash drives (200 GB, 400 GB, 800 GB, 1.6 TB and 3.2 TB), 15k RPM SAS drives (600 GB, 1.2 TB and 1.8 TB), 10k RPM SAS drives (600 GB, 1.2 TB and 1.8 TB), 7.2k RPM SATA drives (2 TB, 4 GB, and 6 TB) within the same system.	4
File System	Allow one to Deploy a scalable 64-bit file system that supports space shrink, pointer based snaps, replication, quotas and in a virtualized NAS environment	2
Security	The Unified Storage system must provide the following security features: <ul style="list-style-type: none"> <li>• The storage operating system should not be able to run binaries, therefore reducing the attack surface for viruses and rootkits</li> <li>• Administrative Roles limit access by policy</li> <li>• CIFS- and NFS-locking policies prevent inadvertent or malicious file access in UNIX, Windows, and mixed environments.</li> <li>• Anti-virus support via tight, on-demand integration with industry-leading anti-virus solutions.</li> <li>• Auditing capabilities to keep track of activities that alter the NAS-environment configuration.</li> <li>• File Level Retention and Locking</li> </ul>	5



QoS	The system should have QoS for block to streamline and manage performance or bandwidth for applications and users	2
Self Service Portal	The system should have a self-service portal with a robust on-line set of community activities (live chat, videos, documentation, and more); direct parts ordering, system views, and a modernized dial home capability.	2
Cloud Based Management with Analytics	The solution should have a no-cost software-as-a-service cloud-based storage analytics platform with near real-time intelligence and proactive monitoring of performance, capacity, system, protection, and configuration data to provide a health score and recommended remediation of issues based on best practices and risk management.	3
Management	<ul style="list-style-type: none"> <li>• Proactive support available through the vendor tools</li> <li>• An Element Manager</li> <li>• Consolidated Dashboard and Alerting</li> <li>• Integration with VMware, Microsoft and OpenStack</li> </ul>	2
AST	The system should support Automated Storage Tiering. The AST solution MUST allow one to set policies to ensure the right data is moved to the appropriate drive type	3
SLA	1 year SLA from the bidder	10
Support	3 years HW/ SW Maintenance with 24 X 7 support by Original Equipment Manufacturer with the needed part numbers.	10
Training	Training credit valid 1 year for 5 should be included	10
Total Score		100

### 3. Scale Out NAS Storage with its Rack (Qty 1):

Features	Description	Marks
Storage Architecture	<p>The Proposed Solution must be Scale Out File system storage (Node Based Architecture). Native NAS Storage (Without Gateway) &amp; with no virtualization layer or virtualization technology with no additional softwares should be installed on the clients to assure the functionality of the system.</p> <p>The scale Out storage platform should have a dedicated high speed 40Gb/s low latency backend technology proposed as part of the solution</p>	5
	<p>65 TB Net Usable capacity with advanced software based data protection mechanisms rather than standard Raid Protection (best practices for the performance)</p> <p>2.4 TB SSD Capacity for Meta Data Acceleration or cache extension</p>	3
	<ul style="list-style-type: none"> <li>▪ Determine the No. of offered Disk Drives and their sizes.</li> <li>▪ Explain with details the mathematical method which used to reach to the required usable capacity (65 TB), according to the best practice of the vendor's technology</li> </ul> <p>The bidder must provide us with the technical documentation that approve the correction of the calculation of the offered capacity including of spare protection.</p>	3

	<p>Bidder should include all necessary HW equipment like hard disk drives or nodes/shelf to provide a protection against two simultaneous drives failures in two different node or against one complete node failure with all drives attached to it (12 Drives)</p> <p>When losing a controller the bidder must lose 1/3 (33%) of the storage performance only (not 50%)</p>	3
Redundancy	<p>The required solution must provide a highly available storage infrastructure with No Single Point of Failure (NSPOF), This requires that all critical system components be redundant (power supplies, fans, controllers ... etc.).</p>	3
Controller	<p>The Proposed NAS Controllers should be Configured with dedicated redundant NAS controllers with redundant interconnectivity &amp; Single Global Namespace, with at least total of 144 GB cache per Storage Cluster &amp; upgradable with every node added to the cluster</p> <p>All controllers should be active &amp; have ownership/access of files in a single file systems</p>	4
Performance	<ul style="list-style-type: none"> <li>▪ The Storage should have the ability to auto-balance Performance across all controllers and auto-balance capacity across all nodes in the system in order not to create any bottleneck or hot spot.</li> <li>▪ The auto balance capability should span the entire, single file system and namespace automatically with no commands needed to kick start this process.</li> <li>▪ Linear performance and storage</li> </ul>	4

	<p>capacity should be achieved by adding storage nodes each with its own Disks, Cache, I/O and CPU processing power to ensure the linear scalability</p> <ul style="list-style-type: none"> <li>▪ All storage nodes/controllers must be active, contributing in performance and capacity of the system</li> <li>▪ The storage has to be capable to expand performance with capacity linearly. As the system grows it should increase performance of throughput for both read and write operations</li> </ul>	
<p>Scalability</p>	<ul style="list-style-type: none"> <li>▪ The file system capacity should be scalable to 33+ Petabytes scale in a single namespace from day one without any interruption, configuration change or hardware changes, all as a single File System</li> <li>▪ Upgrades should allow the extra storage and performance to be used in the next minutes by existing workload in order to guarantee consistent performance, even when pushing more load to the storage platform</li> <li>▪ The storage system must support different generations of hardware within the same cluster, all forming a single file system to guarantee compatibility and highest ROI</li> </ul>	<p>3</p>
<p>Data Integrity, Protection and Availability</p>	<ul style="list-style-type: none"> <li>▪ Storage system must have a journal file system capability. Journaling accelerates data rebuild times for recoverable storage media by only requiring new/changed blocks to be written to the file.</li> <li>▪ The storage system must provide guaranteed protection from silent</li> </ul>	<p>5</p>

	<p>data corruption scenarios.</p> <ul style="list-style-type: none"> <li>▪ Rebuild times should be shortened drastically as more storage nodes are added to the storage system</li> <li>▪ The storage system is able to sustain multiple disk and multiple controller failures. N-way system resiliency is provided</li> </ul>	
Front End & Back End Connectivity	<p>The solution must have the minimum connectivity below:</p> <ul style="list-style-type: none"> <li>▪ 6 x 1GbE (Copper) Front End Ports</li> <li>▪ 6 x 10GbE (Optical SFP+) Front End Ports</li> <li>▪ 6 x 40Gb/s Back End Ports</li> </ul>	3
Data Access Protocols	<ul style="list-style-type: none"> <li>▪ The NFS, SMB, HTTP, FTP and HDFS protocols should be included. HDFS should not be a simple HDFS connector with a separate island of storage but rather a native protocol to the same Scale Out NAS storage</li> <li>▪ Platform should be a multi-protocol access to the file or object using protocols like (NFS-v3/v4, SMB 1/2/3, HDFS 1.x, 2.x, HTTP, FTP, Open stack Swift/cloud protocol).</li> </ul>	3
OS Support	<p>Support for Windows, Linux, Unix and Mac OS natively without any client agent.</p>	3
Management Software	<p>The Management software should be array based and provide GUI / web based management with complete Reporting features like File system Usage, Empty Space etc...</p>	2
	<p>Web based Management S/W (unlimited TB license)</p> <ul style="list-style-type: none"> <li>▪ To discover, monitor and configure disk arrays from a single web based console.</li> </ul>	2

Antivirus	Offered storage solution must support antivirus facility to provide scan on access and scan on demand protection features.	2
Load Balancing mechanism	<p>Must include load balancing mechanism to guarantee equal utilization of resources:</p> <ul style="list-style-type: none"> <li>▪ Ability to load balance all client connection on all nodes of the cluster to avoid performance bottlenecks and even distribution</li> <li>▪ Ability to transparently redirect sessions for NFSv3 &amp; 4 and SMB3 protocols upon node failure to other surviving nodes without dropping the session.</li> </ul>	3
Snapshots & Cloning	<p>Must Support Local data protection S/W for Snapshots/Cloning capabilities:</p> <ul style="list-style-type: none"> <li>▪ Snapshots &amp; Clones to be supported on the file system level.</li> <li>▪ Vendor must specify the number of file system snapshots supported.</li> <li>▪ Vendor must specify the number of file system clones supported.</li> <li>▪ Snapshots should span a single file system &amp; not a group of volumes or luns</li> </ul>	3
Quotas Management	Must Include User quotas with hard and soft limits and Think provisioning features and capabilities	2
Automatic Tiering Software	Must Support automatic data tiering between different Node types tiers within a single file system and namespace. The software should be capable of managing data life cycles according to their modification date, age, type, size and location	2
WORM / Compliant Sec17a-4 Standard	Must Support native WORM functionality & compliance with SEC17a-4 standards to guarantee	2

	<p>integrity of the data.</p> <p>This feature should guarantee data can be used as evidence for legal purposes and chain of custody</p>	
Advanced Reporting Tool	<p>Include Real time performance/capacity reporting tool S/W license:</p> <ul style="list-style-type: none"> <li>▪ Real time and historical performance reporting of all components of the storage platform</li> <li>▪ Real Time and historical performance reporting of different protocols running on the storage platform</li> <li>▪ Capacity trending capabilities</li> </ul>	3
Application Support/integration	<p>Provide excellent operational support for all types of applications and platforms with intermix of any workload type environments. The same solution should be able to mix different workloads</p>	2
Integrated Backup	<p>Storage Solution must support integrated Multi-Stream NDMP version 3 &amp; 4 Backup</p>	1
Extended Features Support	<ul style="list-style-type: none"> <li>▪ Analytics of videos using Hadoop &amp; native HDFS protocol support for Forensics post-events analysis</li> <li>▪ Cloud ready platform supporting OpenStack Swift and REST API for cloud application</li> <li>▪ Software capability allowing data to be tiered from local storage to public cloud supporting either Microsoft Azure, Amazon Web Services or EMC Cloud</li> </ul>	2
Important Information	<ul style="list-style-type: none"> <li>▪ State the aggregation throughput.</li> <li>▪ Describe Information life cycle management.</li> <li>▪ Describe Clustering Mechanism.</li> <li>▪ Describe the clustering connectivity between the offered nodes from both Hardware &amp; Software.</li> </ul>	2
SLA	<p>1 year SLA from the bidder</p>	10

Support	3 years HW/ SW Maintenance with 24 X 7 support by Original Equipment Manufacturer with the needed part numbers.	10
Training	Training credit valid 1 year for 5 should be included	10
Total Marks		100

#### 4. **BACKUP REQUIREMENT (QTY):**

Ministry of Lands Kenya is looking at acquiring a second backup appliance to complement the current backup appliance in the primary site. The proposed backup appliance must integrate with the current backup appliance and allow for replication between the two backup appliances for a proper backup and availability architecture.

<b>FEATURES</b>	<b>DESCRIPTION</b>	<b>Marks</b>
Dedicated backup appliance.	The appliance should be disk-based and provide data deduplication: <ul style="list-style-type: none"> <li>• Inline (at ingestion time), without any buffering at the file system level or separate deduplication processing window</li> <li>• For any file size</li> <li>• Single deduplication pool for all the data stored, independent of the type of data (Exchange, Oracle, files, etc)</li> <li>• Variable segment size</li> </ul>	5
Integration with Storage	Complete integration with the storage system (from the same vendor to reduce administrative and management costs)	5
Virtual synthetic full back up support	The full backups should be reconstructed at the appliance level under the backup software's control.	3



<p>Multiprotocol &amp; Multi-application access:</p>	<ul style="list-style-type: none"> <li>• Ethernet based (1GbE and 10GbE) CIFS, NFS, OST/Boost, NDMP <ul style="list-style-type: none"> <li>○ Link aggregation, link failover should be possible with Ethernet links</li> <li>○ CIFS &amp; NFS should be available to be used also outside the reach of the backup &amp; archiving application for use cases such as data dumps and integration with other data sources (eg: direct backups from Oracle RMAN)</li> </ul> </li> <li>• Fiber Channel</li> <li>• Virtual Tape Library access available as an option</li> <li>• Simultaneous usage of all the protocols at the same time should be possible</li> </ul>	<p>5</p>
<p>Data integrity and internal features:</p>	<p>The solution should have the following features:</p> <ul style="list-style-type: none"> <li>• RAID 6 should be mandatory as data integrity and protection are a priority</li> <li>• Tolerate without data loss any unplanned event such as power loss (NVRAM technology)</li> <li>• Self-healing file system, active and continuous verification of stored data</li> <li>• Ability to take snapshots at the appliance level</li> <li>• Support for file system cleaning operations during the backup window</li> <li>• Option to trigger processing power for the cleaning process</li> <li>• Call home functionality directly to vendor for proactive support</li> </ul>	<p>4</p>
<p>Data Security</p>	<ul style="list-style-type: none"> <li>• Support for secured multi tenancy - secure logical isolation of users,</li> </ul>	<p>3</p>

	<p>workloads, tenants of a shared infrastructure</p> <ul style="list-style-type: none"> <li>• Support for encryption of data at rest</li> <li>• Support for encryption for the replication stream</li> <li>• Role based user access</li> </ul>	
Capacity Requirements for Data Protection:	Backup Appliance: The equipment should include an initial minimal capacity of 34 TB (after RAID6) using 4 TB drives and allow upgrades by adding additional shelves up to at least 178 TB net capacity.	8
Simultaneous Replication	Must be also available as a virtual appliance (software defined appliance) form-factor for possible uses cases such as data migration, data mobility, data consolidation from branches etc.	3
Solution maturity:	at least 10 years on the market	2
Backup Software Upgrade	5 TB of backup software	8
Integration with Existing Components	The proposed backup appliance and the current appliance software must be produced and supported by the same vendor for guaranteed integration between all the components.	4
SLA	1 year SLA from the bidder	10
Support	3 years HW/ SW Maintenance with 24 X 7 support by Original Equipment Manufacturer with the needed part numbers.	10
Training	Training credit valid 1 year for 5 should be included	10
Total		80

**NOTES:****Training**

It is expected that training units for the above mention products will be provided for five administrators for each of the solutions offered. Training to be conducted at the manufacturer's training labs or campus leading to professional certification for each of the products.

It is also expected that the bidder will provide training for overall system integrated solution. A comprehensive training program to be included.

**SLA**

The bidder is also expected to provide a comprehensive support and maintenance contract with local spares stocking and 4 hours response time, which is renewable every year.

The bidder is expected to offer free services during the implementation phase and thereafter for 6 months. An SLA should be signed thereafter.

**SECTION VI - SCHEDULE OF REQUIREMENTS**

NO	ITEM DESCRIPTION	QUANTITY
1.	STORAGE, BACKUP AND REPLICATION	As and when required basis

**SECTION VII PRICE SCHEDULE FOR GOODS**

NAME OF TENDERER: SUPPLY AND DELIVERY OF STORAGE, BACKUP AND REPLICATION

TENDER NUMBER.....PAGE.....OF.....

TENDER IFMIS NO. 712294 -2018/2019

	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>UNIT COST(KSHS)</b>	<b>REMARKS</b>
1.	STORAGE, BACKUP AND REPLICATION	No		As and when required basis

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **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 you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 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

<i>Part 1 – General:</i>	
Business Name .....	
Location of business premises. ....	
Plot No.....	Street/Road .....
Postal Address .....	Tel No. .... Fax ..... E mail .....
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 .....		
		<ul style="list-style-type: none"> <li>• Citizenship details .....</li> <li>• .....</li> </ul>		
	Part 2 (b) Partnership			
	Given details of partners as follows:			
	Name	Nationality	Citizenship Details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	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
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	5. ....	.....	.....	.....
Date .....	Signature of Candidate .....			

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.



### 8.3 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called “the tenderer”) has submitted its tender dated  
..... [*date of submission of tender*] for the supply, installation and  
commissioning of ..... [*name and/or description of the  
equipment*] (hereinafter called “the Tender”)  
..... KNOW ALL PEOPLE by these  
presents that WE ..... of ..... having our  
registered office at ..... (hereinafter called “the Bank”), are  
bound unto ..... [*name of Procuring entity*] (hereinafter called “the  
Procuring entity”) in the sum of ..... for which  
payment well and truly to be made to the said Procuring entity, the Bank  
binds itself, its successors, and assigns by these presents. Sealed with the  
Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*signature of the bank*] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

## 8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

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

*(Amend accordingly if provided by Insurance Company)*

**8.5 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*]

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

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 in an amount of ..... [amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**8.7 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 a person competent.

**8.8 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

**8.9 SWORN STATEMENT**

Having studied the tender information for the above project we/I hereby state:

- a. The information furnished in our application is accurate to the best of our knowledge.
- b. That in case of being qualified we acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation on the basis of provisions in the tender or quotation documents to follow.
- c. When the call for Tenders/Quotations is issued the legal technical or financial conditions or the contractual capacity of the firm changes we come ourselves to inform you and acknowledge your right to review the tender made.
- d. We enclose all the required documents and information required for the tender evaluation.

Date.....

Applicant's Name.....

Represented by.....

Signature.....

(Full name and designation of the person signing and stamp or seal)

**9.0 LITIGATION HISTORY**

**Name of Contractor/Supplier**.....

.....  
Contractors/Supplier should provide information on any history litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

<b>Year</b>	<b>Award for or against</b>	<b>Name of client cause of Litigation and matter in dispute</b>	<b>Disputed Amount (current value, Kshs. Equivalent)</b>



**9.1 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.
- 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

## TENDER-SECURING DECLARATION

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

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

Tender No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
  - a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
  - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*