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**TENDER DOCUMENT**

**SUPPLY, INSTALLATION, COMMISIONING**

**& MAINTENANCE OF NETWORK STORAGE SYSTEM**

**TENDER NO.** KSSL/EOI/NST-04/24

**SUBMISSION DEADLINE: FRIDAY JULY 31, 2024, AT 3.30 PM**

**AEA Plaza , Valley Road**

**P.O Box 10454-00100**

TEL: +254 709 136 000NAIROBI, KENYA

**E-mail**: [info@kimisitusacco.or.ke](mailto:info@kimisitusacco.or.ke)

**Website:** [www.kimisitusacco.or.ke](http://www.kimisitusacco.or.ke/)

## SECTION I - INVITATION TO TENDER

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| Description: Description: C:\Users\KIMISITU 2\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Word\LETTERHEAD1 copy.jpg | **Kimisitu Sacco Society Limited** |
| AEA Plaza, Valley Road  Email: [info@kimisitusacco.or.ke](mailto:info@kimisitusacco.or.ke)  Procurement@kimisitusacco.or.ke  When replying please quote: | **P.O. Box 10454 00100 Nairobi Kenya** |

RE: TENDER. NO. KSSL/EOI/NST-04/24 SUPPLY, INSTALLATION, COMMISIONING & MAINTENANCE OF NETWORK STORAGE SYSTEM

Kimisitu Sacco Society Ltd is tendering for the above service. In this regard, KSSL invites tenders from selected interested firms to provide the infrastructure.

Details of the required information is attached

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 150 days from the closing date of the tender.

Tenders must be accompanied by a tender security of 2% of the tender value in form of a guarantee from a reputable bank or an insurance company approved by KSSL payable to the Finance Office, Kimisitu Sacco Society Ltd.

All tenders must be Completed, and all the required documents submitted via SRM [www.srmhub.com](http://www.srmhub.com):

So as to be received on or before FRIDAY **JULY 31, 2024, AT 3.30 PM** Tenders will be opened immediately thereafter in the presence of the tenderers’ representatives who choose to attend the opening at the Kimisitu Sacco Board Room

**All request for clarification or further information to the tender should be addressed to:**

**The Chief Executive Officer,**

**Kimisitu Sacco Society Ltd,**

**P. O. Box 10454 – 00100, NAIROBI**

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# SECTION II - INSTRUCTIONS TO TENDERERS

## 2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. KSSL’s employees, committee members, board members and their relative

(spouse and children) are not eligible to participate

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 KSSL to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

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

## 2.2 Cost of tendering

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

**2.2.2** There shall be no price to be charged for the tender document.

## 2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders

1. Instructions to tenderers
2. General Conditions of Contract
3. Special Conditions of Contract
4. Schedule of Requirements
5. Technical Specifications
6. Form of tender
7. Price schedules
8. Contract form
9. Confidential business questionnaire form
10. Tender security form

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

## 2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify

KSSL in writing or by post, or email at the entity’s address indicated in the Invitation for tenders. KSSL will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by KSSL. 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 who have received the tender documents”

2.4.2. KSSL shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## 2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, KSSL, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, or email and such amendment will be binding on them.

2.5.3. To allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KSSL, at its discretion, may extend the deadline for the submission of tenders.

## 2.6 Language of tender

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

## 2.7 Documents Comprising the Tender

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

1. A Tender Form and a Price Schedule completed in accordance with 2.8,2. 9,

2.10 below.

1. Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
2. Tender security furnished is in accordance with Clause 2.12
3. Confidential business questionnaire

## 2.8 Form of Tender

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

## 2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

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

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

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

2.9.6 Price variation requests shall be processed by KSSL within 30 days of receiving the request.

## 2.10 Tender Currencies

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

## 2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to KSSL’s satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect KSSL against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.12.8

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

1. A bank guarantee.
2. Cash.
3. Such insurance guarantee is approved by Kimisitu Sacco Society Ltd.
4. Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by KSSL as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderer’s security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KSSL.

2.12.7 The successful tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

1. If a tenderer withdraws its tender during the period of tender validity specified by KSSL on the Tender Form; **or**
2. In the case of a successful tenderer, *if* the tenderer fails:
   * + 1. to sign the contract in accordance with paragraph 2.26 **or**
       2. to furnish performance security in accordance with paragraph 2.27

1. If the tenderer rejects, correct an error in the tender.

2.13 Validity of Tenders

* + 1. Tenders shall remain valid for 150 days or as specified in the invitation to tender after date of tender opening prescribed by KSSL, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KSSL as non-responsive.
    2. In exceptional circumstances, KSSL may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

* + 1. The tenderer shall prepare one “ORIGINAL TENDER” as appropriate. The original tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
    2. The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original tender in an envelope, duly marking the envelope as “ORIGINAL”. And shall:

1. be addressed to KSSL at the address given in the invitation to tender
2. bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **FRIDAY JULY 31, 2024, AT 3.30 PM**

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

2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, KSSL will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

* + 1. Tenders must be received by KSSL at the address specified under paragraph 2.15.1 no later than **FRIDAY JULY 31, 2024, AT 3.30 PM**.

* + 1. KSSL may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of KSSL and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

* + 1. Bulky tenders which will not fit in the tender box shall be received by KSSL as provided for in the appendix.

2.17 Modification and withdrawal of tenders

* + 1. The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by KSSL prior to the deadline prescribed for the submission of tenders.
    2. The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
    3. No tender may be modified after the deadline for submission of tenders.
    4. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.8.
    5. KSSL may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
    6. KSSL shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 KSSL will open all tenders in the presence of tenderers representatives who choose to attend, on **FRIDAY JULY 31, 2024, AT 3.30 PM** and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

* + 1. The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KSSL, at its discretion, may be announced at the opening.
    2. KSSL will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

* + 1. To assist in the examination, evaluation and comparison of tenders KSSL may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
    2. Any effort by the tenderer to influence KSSL in KSSL’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

* + 1. KSSL will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
    2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit

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

* + 1. KSSL may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
    2. Prior to the detailed evaluation, pursuant to paragraph 22, KSSL 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. KSSL’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
    3. If a tender is not substantially responsive, it will be rejected by KSSL and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, KSSL will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## 2.22 Evaluation and comparison of tenders.

* + 1. KSSL will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
    2. The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
    3. KSSL’s evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
       1. operational plan proposed in the tender;
       2. deviations in payment schedule from that specified in the Special Conditions of Contract;

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

1. ***Operational Plan.***

KSSL requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than KSSL’s required delivery time will be treated as non-responsive and rejected.

1. ***Deviation in payment schedule.***

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

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

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

1. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
2. Legal capacity to enter into a contract for procurement
3. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
4. Shall not be debarred from participating in public procurement.

## 2.23. Contacting KSSL

2.23.1 Subject to paragraph 2.19, no tenderer shall contact KSSL on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence KSSL in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderers tender.

## 2.24 Award of Contract

## a) Post qualification

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

2.24.2 The determination will take into account the tenderer’s financial and technical capabilities.

It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other

information as KSSL deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer.

A negative determination will result in rejection of the Tenderer’s tender, in which event KSSL will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

## b) Award Criteria

2.24.4 Subject to paragraph 2.22 KSSL will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the most competitive, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 KSSL 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 KSSL’s action. If KSSL determines that none of the tenderers is responsive; KSSL shall notify each tenderer who submitted a tender.

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

## 2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KSSL pursuant to clause 2.26. Simultaneously the other tenders shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 27, KSSL will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.26 Signing of Contract

2.26.1 At the same time as KSSL notifies the successful tenderer that its tender has been accepted, KSSL will simultaneously inform the other tenders that their tenders have not been successful.

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

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

## 2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from KSSL, 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 KSSL.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KSSL may make the award to the next lowest evaluated or call for new tenders.

## 2.28 Corrupt or Fraudulent Practices

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

2.28.2 KSSL will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

**APPENDIX** **:** INSTRUCTIONS TO THE TENDERERS

The following information for procurement of hardware/Software and equipment shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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** |  |  | | |  | | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO** **TENDERS** |  |
| 2.1 | | |  | Particulars of eligible tenderers: **Firms registered in Kenya.** | | | | | |
| 2.2.2 | | |  | Price to be charged for tender: Kshs.2000 as directed in the documents | | | | | |
| 2.10 | | |  | Particulars of other currencies allowed. Kshs. | | | | | |
| 2.11 | | |  | Particulars of eligibility and qualifications documents of evidence required.  **Copies of:**   1. Certificate of Registration / Incorporation 2. Certificate of valid tax compliance Manufacturer Authorization | | | | | |
| 2.12.2 | | |  | Particulars of tender security if applicable. 2**% contract value valid for (150 days).** | | | | | |
| 2.12.4 | | |  | Form of Tender Security: **The Tender Security shall be in the form of a Guarantee from a reputable bank, or an insurance company approved by KSSL** | | | | | |
| 2.13 | | |  | Validity of Tenders: **Tenders Shall remain valid for 150 days after date of tender opening** | | | | | |
| 2.16.3 | | |  | All tenders must be submitted via SRM. | | | | | |
| 2.20.1 | | |  | Tenderers are required to submit copies of the following **MANDATORY** **DOCUMENTS which** will be used during Preliminary Examination to determine responsiveness:   1. Copy of certificate of Registration/Incorporation 2. Copy of Valid Tax Compliance certificate 3. Must Fill the Price Schedule in the format provided 4. Must Fill the Form of Tender in the format provided 5. Must Submit a Tender Security of 10 % of contract value valid for an additional thirty (150) days after the expiry of the tender validity period. 6. Must submit a dully filled up Confidential Business Questionnaire in format provided 7. Must submit written warranty of all software/hardware to be supplied 8. Must submit Manufacturers Authorizations or letter of product ownership 9. Must be a NetApp Partner   **At this stage, the tenderer’s submission will either be responsive or non- responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.** | | | | | |
| 2.22 | | | Evaluation and comparison of Tenders: **The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.**  Selection Process  Below is a description of the evaluation steps that will be adopted.  ***STEP 1: Preliminary evaluation***  This will be an elimination stage which will be done as per paragraph 2.20.1 above. | | | | | | |
|  | | | | |  | | ***STEP 2: Technical evaluation***    Tenderers will be required to provide technical details on their product that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore be considered for further evaluation      The short-listed bidders from the proposed system technical evaluation shall be required to present their solution to evaluators / stakeholders. Only bidders who score 80% and above of the proposed systems technical evaluation will be subjected to the technical and functional demonstration of the solution. The noncompliant submissions will be eliminated from the entire evaluation process and will not be considered further.    The demonstration will be evaluated based on the following criteria:  Demonstration of the functional and technical capabilities of the system and how it meets the requirements of the KSSL; User friendliness of the system.        Reporting capability of the system.       |  |  |  | | --- | --- | --- | | **Area** | **Sub-area** | **Rating /** **Scores** | | Preliminary evaluation | Compliance evaluation | Elimination | | Technical  Evaluation (80%) | Proposed systems evaluation | 50 | | Demonstration of the functional and technical capabilities of the system | 30 | | Financial (20%) | Financial proposal | 20 | | **Total** |  | **100** |   ***FINANCIAL SCORE***  Each of the financial submissions will be divided by the lowest financial quote to determine the financial score of each. This section will carry a total of 20% of the whole evaluation.  ***COMBINED TECHNICAL AND FINANCIAL SCORES***  **The following formula shall be used**  **T.S (80%) + F.S (20%) = T.T.L (100%)**  T.S = Technical Score = (Technical Evaluation + site Visit ) as evaluated against the technical criteria  F.S = Financial Score (computed as below) | | |
|  | | | | |  | |  | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Instructions to tenderers** |  |  |  | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO** | |  |
|  |  |  | **TENDERERS** |  | |
|  | | |  | | | |
|  | | | FSL / FSC = FS    FSC = Financial submission of the tender under consideration.  FSL = Financial score for the lowest tender.  FS = Computed financial score for each tenderer.    T.T.L = Total Score    ***STEP 3*: *Financial Evaluation***    This will include the following: -     1. Confirmation and considering price schedule duly completed and signed 2. Conducting a financial comparison 3. Correction of arithmetical errors | | | | |
| 2.24 (a) | | | Particulars of post – qualification if applicable. **KSSL may carry out post qualification and inspect the premises, contact listed clients or documents provided i.e.**  **Manufacturers Authorization to confirm details.** | | | | |
| 2.24.4 | | | Award Criteria: **Award will be made to the lowest evaluated bidder. Only one** **Bidder will be award.** | | | | |
| 2.27 | | | Particulars of performance security if applicable. **10%** | | | | |
| Other’s as necessary | | |  | | | | |

|  |  |  |
| --- | --- | --- |
| Item | Points | Compliance |
| Bidders should be at least 7 Years | Above 7 years 10 Points  Below 5 Years 2 Points |  |
| Bidders should provide at least 3 references letters/LPOs for similar jobs | 3 References 10 point  2 references 5 points  1 Reference 2 points |  |
| Bidders should have at least 3 VMware VCP Certified Engineers | Above 3 Engineers 10 Points  Below 3 Engineers 3 Points |  |
| Bidders should have at least 2 Cisco CCNP Certified Engineers | Above 2 Engineers 10 Points  Below 2 Engineers 3 Points |  |
| Bidders must have at least 4 NetApp Certified Engineers with 2 holding NCIE certifications with at least 10 years’ experience in NetApp | At least 4 certified Engineers, 2 NCIE Engineers with 10 Years 10 points  2 Engineers without 10 years 2 Points |  |
| Bidder’s project manager should have at least 8 years’ experience and hold a Prince2 | Certified and above 8 Years 10 Points  Certified and Below 8 years 5 points |  |
| Bidders should produce a valid verifiable MAF or proof of partnership for NetApp and Cisco | Valid and independently verifiable 10 mks |  |
| Methodology and project plan | Adherence to requirements – 10 Points |  |
| Lead time | Below 4 Weeks – 10 Points  4-8 Weeks – 5 Points  More than 8 Weeks – 2 points |  |
| All Pages serialized and numbered | 10 Marks |  |

# SECTION III –

# GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

1. “The contract” means the agreement entered into between KSSL 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.

1. “The Contract Price” means the price payable to the tenderer under the

Contract for the full and proper performance of its contractual obligations.

1. “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to KSSL under the Contract.

1. “KSSL” means the organization sourcing for the services under this Contract.

1. “The contractor means the individual or firm providing the services under this Contract.

1. “GCC” means general conditions of contract contained in this section

1. “SCC” means the special conditions of contract

1. “Day” means calendar day

### 3.2 Application

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

### 3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### 3.4 Patent Right’s

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

### 3.5 Performance Security

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

3.5.2 The proceeds of the performance security shall be payable to KSSL as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KSSL and shall be in the form of:

1. Cash.
2. A bank guarantee.
3. Such insurance guarantee approved by the Sacco.
4. Letter of credit.

3.5.4 The performance security will be discharged by KSSL and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer’s performance of obligations under the contract, including any warranty obligations under the contract.

### 3.6 Inspections and Tests

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

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KSSL.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, KSSL may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to KSSL.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.7 Payment

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

### 3.8 Prices

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in KSSL’s request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### 3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with KSSL’s prior written consent.

### 3.10 Termination for Default

3.10.1 KSSL 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:

1. if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KSSL.
2. if the tenderer fails to perform any other obligation(s) under the Contract.
3. if the tenderer, in the judgment of KSSL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

### 3.11 Termination of insolvency

3.11.1 KSSL may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to KSSL.

### 3.12 Termination for convenience

3.13.1 KSSL by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for KSSL convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination KSSL may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### 3.13 Resolution of disputes

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

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

### 3.14 Governing Language

3.14.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### 3.15 Force Majeure

3.15.1 The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**3.16 Applicable Law.**

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

### 3.17 Notices

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

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

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

|  |  |
| --- | --- |
| **General conditions of contract reference** | **Special conditions of contract** |
| 3.5 | Specify performance security if applicable: **10%** |
| 3.7 | Specify method Payments. **30 days after invoicing and after** **delivery and issuance of Certificate of Completion.** |
| 3.8 | Specify price adjustments allowed. **None** |
| 3.14 | Specify resolution of disputes. **Disputes to be settled as per** |
| 3.16 | Specify applicable law. **Laws of Kenya** |
| 3.17 | Indicate addresses of both parties.  **AEA Plaza, Valley Road**  **P.O Box 10454-00100**  **TEL: +254 709 136 000**  **NAIROBI** |
| Other’s as necessary | Complete as necessary |

# SECTION V – SCHEDULE OF EQUIREMENTS

### 5.1 Required Items

The KSSL is inviting suitably qualified bidders for the Supply, Installation, commissioning and Maintenance of Network Storage System for the Sacco. This infrastructure is aimed at enhancing the current network storage by upgrading to the latest technology for efficient and reliable storage for Sacco Systems.

|  |  |
| --- | --- |
| **No.** | **Description of Goods** |
| 1. | Supply, installation, commissioning and maintenance of Network Storage System |

The successful vendor will be required to deliver the system within **two (2) months** after contract signing or at an agreed date.

### 5.2 Payment Schedule

The payment terms of the project will be as follows:

Payment shall be made 30 days after invoicing. Before invoicing, bidder must have completed the whole project, SLA signed and a certificate of acceptance of the systems issued.

# SECTION VI - TECHNICAL SPECIFICATIONS

## 6.1 Introduction

Kimisitu Co-operative Savings and Credit (Kimisitu SACCO) Limited was formed in March 1985 by a group of staff from ICRAF (International Centre for Research in Agroforestry). The name KIMISITU is coined from the Swahili language to denote agriculture and forestry thereby identifying with the core activities of ICRAF, the initial founding organization. It was formed mainly to promote thrift among members and accumulate savings. Kimisitu Sacco, subject to the Cooperative Societies Act, has continued to extend loans for provident and productive purposes, doing so at fair and reasonable rates of interest. In order to achieve a solid base for growth, Kimisitu has since opened membership to other NGOs and international organizations.

The KSSL is inviting suitably qualified bidders for the Supply and Implementation Network Storage System.

## 6.2 Objective of the Assignment

In view of the business processes and problem statement, KSSL desires to:

1. Improve employee productivity
2. Increase security capabilities
3. Enterprise class data management
4. Improve data center performance
5. Improved storage utilization and reliable backups
6. Data protection
7. Regulatory compliance
8. Business continuity

6.3 Technical Specifications

The Recommended Minimum Technical Specifications for the system requested are described in detail

Bill of Quantities

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Part Number** | **Product Description** | | | | **QTY** |
| **NetApp Storage with 24x1.2TB SAS and 12x960GB SSD** | | | | | |
| FAS2750A-005 | FAS2750 HA System,CNA | | | | 2 |
| DATA-AT-REST-ENCRYPTION | Data at Rest Encryption Capable Operating Sys | | | | 2 |
| X1558A-R6-C | Jumper Crd,In-Cab,48-IN,C13-C14-C | | | | 4 |
| X6596-R6-N-C | SFP+ FC Optical 16Gb,-C | | | | 4 |
| X6589-N-C | SFP+Optical 10Gb Shortwave,-C | | | | 4 |
| DOC-2750-C | Documents,FAS2750,-C | | | | 1 |
| X66250-5-N-C | Cable,LC-LC,OM4,5m,-C | | | | 8 |
| X6566B-05-N-C | Cable,Direct Attach CU SFP+ 10G,0.5M,-C | | | | 2 |
| X-02659-00-N-C | Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32,-C | | | | 2 |
| X66032A-N-C | Cable,12Gb,Mini SAS HD,2m,-C | | | | 4 |
| FAS2750-100-C | FAS2750,Zero Drive,-C | | | | 1 |
| X371A-2-C | Drive Pack,SSD,12G,2x960GB,-C | | | | 6 |
| X342A-2-C | Drive Pack,10K,12G,2x1.2TB,-C | | | | 12 |
| DS224C-B-0-24-N-C | Disk Shelf,2U24,12G,Empty,-C | | | | 1 |
| SW-ONTAPO-SSD-F01-C | SW,ONTAP One Package,Per-0.1TB,SSD,F01,-C | | | | 114 |
| SW-ONTAPO-SAS-F01-C | SW,ONTAP One Package,Per-0.1TB,SAS,F01,-C | | | | 288 |
| **Cisco Fibre Switches** | | | | | |
| DS-C9132T-8PMESK9 | MDS 9132T 32G FC switch, 8 FC ports, 8X16G SW, exhaust | | | | 3 |
| CON-L1NCD-91328PME | CX LEVEL 1 8X7NCDMDS 9132T 32G FC switch 8 FC ports 8X1 | | | | 3 |
| DS-CAC-650W-E | 650W AC PSU Port side Exhaust | | | | 3 |
| DS-C32S-FAN-E | MDS 9132 FAN tray , port side Exhaust | | | | 6 |
| DS-CAC-650W-E | 650W AC PSU Port side Exhaust | | | | 3 |
| CAB-9K10A-UK | Power Cord, 250VAC 10A BS1363 Plug (13 A fuse), UK | | | | 6 |
| DS-C32S-FAN-E | MDS 9132 FAN tray , port side Exhaust | | | | 6 |
| DS-SFP-FC16G-SW | 16 Gbps Fibre Channel SW SFP+, LC | | | | 24 |
| DS-9132T-KIT-CSCO | MDS 9132T Accessory Kit for Cisco | | | | 3 |
| DS-32S-BLANK | Filler card for Blank Expansion Module Slot | | | | 3 |
| M91S6K9-9.4.1A | MDS 9132T NX-OS version 9.4.1A | | | | 3 |
| **Item** | | | **QTY** | **Unit Price** | **Total Price** | | |
| NetApp FAS as per BoQ | | | 1 |  |  | | |
| Cisco MDS Switches as per BoQ | | | 3 |  |  | | |
| Professional Services | | | 1 |  |  | | |
| Annual Support | | | 1 |  |  | | |
|  | | |  | Currency in KES |  | | |
|  | | |  | Sub Total |  | | |
|  | | |  | VAT Amount |  | | |
|  | | |  | Total Inc VAT |  | | |

6.5 Scope of Work

The scope of work includes:

1. The supply, installation, configuration and commissioning of network storage system unit both for primary site and ensure they are synchronized with the disaster recovery site.
2. Setup of necessary IT security measures for the Sacco storage system
3. Training of user’s system/network administrators
4. Provision of warranty after successful commissioning (go-live) of system.
5. Provision of support after go live
6. Preparation and timely submission of project reports.

## 6.6 Deliverables

1. Inception Report giving a detailed understanding of the assignment.
2. Project charter.
3. A detailed work plan with the resource requirements schedule.
4. Risk management report
5. Functional Requirements Design
6. Weekly status reports
7. Training of network administrators
8. Installed and commissioned Network security system and storage system
9. Installed and configured supporting hardware and software systems as applicable.
10. Final project report.
11. Warranty of a minimum of 3 year for software/hardware
12. Service level agreement(SLA)
13. User manual and user guide for network administrators.

## 6.7 Outcome and Performance Standards

The vendor is expected to produce a complete project checklist, with milestone markers and delivery dates upon starting the project. The vendor should schedule weekly progress meetings for the duration of the project.

## 6.8 Maintenance and Support

Following the successful completion of the project, the vendor is required to provide the following support information regarding technical support and other vendor services.

1. Materials describing the process for reporting a system failure in any of the components of the proposed system.
2. The methods available for contacting technical support (phone, email, website, etc.) including escalation procedures.
3. Standard warranty and maintenance for each of the components proposed.
4. Upgrade path for the software/hardware and any annual support fee for the software/hardware.

## 6.9 Documentation

Following completion of the project, the vendor is required to provide the following documentation regarding the scope of the project:

* **Detailed Technical Report**-A document developed for the use of technical staff.
* **Executive Summary Report** - A document developed to summarize the scope, approach, and results, in a manner suitable for senior management.

## a) Firms Experience

|  |  |
| --- | --- |
|  | **Capability Requirements** |
| 1. | The bidder should have been in operation as a supplier and installer of the proposed Network Storage System for a minimum period of three (3) years. |
| 2. | The bidder must demonstrate thorough knowledge on the business processes i.e. the bidder has developed, implemented and supported Network Storage systems. |
| 3. | The bidder must provide a written statement on security of the system, declaring any past or existing vulnerability experienced in the system and any known breaches to date. |
| 4. | Detailed work plan, methodology and duration (Implementation Plan in Gantt Chart |
| 5. | The bidder must submit at least Five (5) sites where the proposed network Storage System has been implemented. |
| 6. | Technical specialists with at least three (3) years’ experience installing and configuring network security Systems. The specialists should have the relevant certificates that indicate skills and training in installing, configuring and commissioning Network Storage Systems of the nature proposed in the contract \ |
| 7. | Must provide a sample copy of an elaborate SLA that guarantee accessibility, availability and security of the system including penalties on failures on the provider side. |

**Note: Documentary evidence towards the above requirement to be submitted by the bidder.**

## 

# SECTION VII - STANDARD FORMS

Notes on the standard 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. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.

1. **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.

1. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
2. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
3. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the KSSL.
4. **Evaluation Response Forms** - These forms should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.

6. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.

# 7.1 FORM OF TENDER

Date

Tender No. KSSL/EOI/NST-04/24 To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer Provision of Network Storage System i*n* conformity with the said Tender documents for the sum ***of***

***………………….*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per the Tender documents

Dated this day of 20

.

*[signature] [in the capacity of]*

Duly authorized to sign Tender for and on behalf of

**7.2** The successful vendor will be required to deliver the system within **2 months** after contract signing or at an agreed date.

**Signature and Rubber Stamp of tenderer**

## b) POST IMPLEMENTATION COSTS

Based on the information contained in the technical specifications, the prospective bidders should provide a breakdown of costs in the format shown below.

Any charges such as annual maintenance, annual license fee and software/hardware support cost should be clearly stated. The privileges that will be experienced by subscribing to such annual charges should be clearly stated. E.g. Maintenance and product upgrade

costs etc.

Post implementation costs for the first 1 (one) Year will be considered during financial evaluation and should be the tender sum.

**NOTE: These costs will not form part of the Tender Price, but will be used to determine subsequent annual cost.**

|  |  |  |  |
| --- | --- | --- | --- |
| Ref No | Please break them down | Compulsory/Option | Cost (Kshs.) VAT Inclusive |
| 2nd Year |  |  |  |
|  |  |  |
| 3rd Year |  |  |  |
|  |  |  |
| Support for two years (Total) | |  |  |
| Bidder’s comments (if any): | |  |  |

**Signature and Rubber Stamp of tenderer**

# 7.3 CONTRACT FORM

THIS AGREEMENT made the day of 20 between………… [name of procurement entity] of ………………. [country of Procurement entity] (hereinafter called

“KSSL”) of the one part and …………………… [name of tenderer] of ………. [city and country of tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS KSSL invited tenders for certain materials and spares. Viz……………………. [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of

……………………………………… [contract price in words and figures]

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.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   1. the Tender Form and the Price Schedule submitted by the tenderer;
   2. the Schedule of Requirements;
   3. the Technical Specifications;
   4. the General Conditions of Contract;
   5. the Special Conditions of Contract; and
   6. KSSL’s Notification of Award.

1. In consideration of the payments to be made by KSSL to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KSSL to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

1. KSSL hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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 KSSL) |
| Signed, sealed, delivered by |  | the | (for the |
| tenderer) in the presence of | . |  |  |
|  |  |  |  |

# 7.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

this form. Part 1 General

Business Name...................................................................................................................................

Location of Business Premises .........................................................................................................

Plot No, ................................................................ Street/Road ..........................................................

Postal address ............................ ……..……Tel No. .....................

……………………………… Fax ……………………………………… Email

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

Nature of Business ............................................................................................................................

Registration Certificate No. ...............................................................................................................

Maximum value of business which you can handle at any one time –

Kshs.....................................

Name of your bankers........................................................................................................................

Branch................................................................................................................................................

|  |  |
| --- | --- |
|  | Part 2 (a) – Sole Proprietor  Your name in  full……………………….Age………………………………………….  Nationality……………………………Country of Origin…………………………….. |
|  | 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. ………………………………………………………………………………………… |
|  | Date……………………………………….Signature of Candidate……………………….. |

## 

# 7.5 FORMAT OF TENDER SECURITY INSTRUMENT

Whereas ………… [*Name of the tenderer]* (hereinafter called “the tenderer”) has submitted its tender dated ……… [*Date of submission of tender]* for the …………… *[Name and/or description of the tender]* (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE ………………… of ………… [Name of

Insurance Company] having our registered office at …………… (hereinafter called “the

Guarantor”), are bound unto …………….. [*Name of Procuring Entity*](hereinafter called

“the Procuring Entity”)

in the sum of ………………… (Currency and guarantee amount) for which payment

well and truly to be made to the said Procuring Entity, the Guarantor binds itself,

its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this day of 20 .

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or

1. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

* 1. fails or refuses to execute the form of Agreement in accordance with the

Instructions to Tenderers, if required; or

* 1. fails or refuses to furnish the Performance Security, in accordance with the

Instructions to Tenderers;

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

This 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 Guarantor not later than the said date.

*[Signature of the Guarantor]*

*[*

*D*

*a*

*te*

*]*

*[Witness] [Seal]*

### 7.6 Performance Bank/Insurance Company Guarantee [Unconditional]

To

………………………………………….

[name of Procuring entity]

WHEREAS …………………………………… of tenderer] (hereinafter called

[tenderer name”) has undertaken, in pursuance of Contract the [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/Insurance Company guarantee by a reputable Bank/Insurance Company 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/Insurance Company]

[address] [date]

# BIDDER’S EXPERIENCE REQUIREMENTS FORM

give a list of 3 (three) reputable clients for whom they have offered similar assignments in the format below.

|  |  |  |
| --- | --- | --- |
| **No.** | **Contact Information** | **Details** |
| 1 | Name of company |  |
| Name of contact person |  |
| Designation |  |
| Telephone number |  |
| e-mail address |  |
| Site Location |  |
| 2 | Name of company |  |
| Name of contact person |  |
| Designation |  |
| Telephone number |  |
| e-mail address |  |
| Site Location |  |
| 3 | Name of company |  |
| Name of contact person |  |
| Designation |  |
| Telephone number |  |
| e-mail address |  |
| Site Location |  |
| 4 | Name of company |  |
| Name of contact person |  |
| Designation |  |
|  |
| Telephone number |  |
| e-mail address |  |
| Site Location |  |
| 5 | Name of company |  |
| Name of contact person |  |
| Designation |  |
| Telephone number |  |
| e-mail address |  |
| Site Location |  |

**ANNEX A**

**EVALUATION CRITERIA**

## Preliminary Evaluation Checklist

Tenderers are advised that at this stage, the tenderer’s submission will either be Responsive or Non- Responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Submitted /**  **Not**  **Submitted** |
| 1 | Copy of certificate of Registration/Incorporation |  |
| 2 | Copy of Valid Tax Compliance certificate |  |
| 3 | Must Fill the Price Schedule in the format provider (Part A and B) |  |
| 4 | Must Fill the Form of Tender in the format provided |  |
| 5 | Must Submit a Tender Security of 2% of the contract value valid for an additional thirty  (30) days after the expiry of the tender validity period. |  |
| 6 | Must submit a dully filled up Confidential Business Questionnaire in format |  |
| 7 | Must submit brochures / technical literature of all the solutions provided |  |
| 8 | Must submit written warranty of all software/hardware to be supplied |  |
| 9 | Must submit Manufacturers Authorizations or letter of product |  |
| 10 |  |  |
| 11 |  |  |
| 12 |  |  |

**b) Firms Experience**

**NOTE:**

1. **Evaluation will be undertaken as per the Appendix to Instructions to The Tenderers (section 2.20)**

**2. Demonstration will be done as per the technical evaluation.**