



NATIONAL AIDS CONTROL COUNCIL

**UPGRADE OF POWER AND COOLING SYSTEMS FOR NACC DATA CENTRE AND
UPS ROOM**

CLOSING DATE: 02.12.2016 AT 10.00AM

TENDER NO. NACC /006/2016-2017

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Introduction

1.1 This Standard Tender Document has been prepared for use by Central Government, Local Authorities, State Corporations and other Public Institutions in Kenya in the Procurement of goods.

1.2 The following general directions should be observed when using the document.

- (a) Specific details, such as the “name of the Procuring entity” and “address for tender submission,” should be furnished in the Invitation for Tenders, and in the Special Conditions of Contract. The final document should contain neither blank spaces nor options.
- (b) Amendments, if any, to the Instructions to Tenderers and to the General Conditions of Contract should be made through the Special Conditions of Contract, respectively.

1.3 Information contained in the invitation for tender shall conform to the data and Information in the tender documents to enable potential tenderers to decide whether to participate and shall indicate any important tender requirements and shall be issued as:-

- (a) An advertisement in at least three national newspapers of wide circulation;
- (b) A letter of invitation addressed to interested tenderers who, following the advertisement have expressed interest in tendering for the goods for which the invitation is issued.

Section A .TENDER NOTICE

Date 16TH November, 2016

Reference: TENDER NO NACC/ 006/2016/2017 Tender name Upgrade of power and cooling systems for NACC Data Centre and UPS Room

National AIDS Control Council now invites sealed tenders from eligible candidates for the Upgrade of power and cooling systems for NACC Data Centre

Interested candidates may download the complete tender document for free from the NACC website: www.nacc.or.ke under Tenders or may be obtained from National AIDS Control Council's Offices on 8th Floor of Landmark Plaza, Argwing Kodhek Road, Opposite Nairobi Hospital, during normal working hours upon payment of non-refundable fees of Kshs. 1,000 in cash or banker's cheque payable to the **Director, National AIDS Control Council** for a copy of the printed document.

Completed tender documents are to be enclosed in plain sealed envelopes marked with the **Tender Reference Number** and the **Tender Name** and deposited in the Tender Box at;

**National AIDS Control Council
P.O.Box 61307 Postal code 00200,
Nairobi, Kenya,
Landmark Plaza, Argwings Kodhek Rd, 9th Floor** or addressed to;
Director, National AIDS Control Council so as to be received on or before **December 2, 2016 at 10.00am.**

Tenders shall remain valid for 90 days from the closing date of the tender.

Tenders must be accompanied by a bid security in the form of bankers cheque or bank guarantee of **Kshs. 200,000/ for Non AGPO firms or Bid Securing Declaration for AGPO registered firms** and must be dropped in the Tender Box on 9th Floor or be delivered to the Director National AIDS Control Council **on Floor of Landmark Plaza situated on Argwings Kodhek Rd Opposite Nairobi Hospital or before Thursday 2nd December 2016 at 10.00 AM**

Tenders will be opened immediately thereafter in the presence of candidates' representatives who choose to attend at the Offices of the National AIDS Control Council on 9th Floor of Landmark Plaza situated on Argwings Kodhek Rd Opposite Nairobi Hospital

Section B: INVITATION FOR TENDERS

Date 14/11/2016

To

Dear Sir/Madam:

Reference: TENDER NO NACC / 006/ 2016-2017 Upgrade of power and cooling systems for NACC Data Centre and UPS Room at Landmark Plaza

We hereby invite you and other qualified tenderers to submit sealed tenders for the execution and completion of the above tender.

You may obtain a complete set of Tender document from the **Procurement Division - National AIDS Control Council P.O.BOX 61307-00200 NAIROBI KENYA,**

E-mail: musicn@nacc.or.ke, nchoge@nacc.or.ke

or Fax 254-020-2711261/ 2711072/2711226/2731652

All Tenders must be accompanied by **Bid security of Kshs. 200,000** in the form of bankers cheque or bank guarantee for Non AGPO firms or Tender Securing Declaration for AGPO firms and must be delivered to the Director National AIDS Control Council 9th floor Landmark Plaza Opposite the Nairobi Hospital **on 9th Floor of Landmark Plaza situated on Argwings Kodhek Rd Opposite Nairobi Hospital** at or before December 2, 2016 **10.00AM on the closing date** (time and date)

Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Yours faithfully,

Clauder N. Musi

Head, Procurement Division

For; Director

National AIDS Control Council

Section C. GENERAL INFORMATION

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.
- 1.2 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.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

- 2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 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.
- 2.3 The origin of goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

- 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.

The Tender Document

Contents

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
 - (a) Invitation for Tenders
 - (b) General information
 - (c) General Conditions of Contract
 - (d) Special Conditions of Contract
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Tender Form and Price Schedules
 - (h) Tender Security Form
 - (i) Contract Form

- (j) Performance Security Form
- (k) Bank Guarantee for Advance Payment Form
- (l) Manufacturer's Authorization Form
- (m) Confidential Business Questionnaire
- (n) Letter of Notification of Award
- (o) Bid/Tender Securing Declaration
- (p) Self-Declaration Not to Engage in Corruption
- (q) Self-Declaration on Debarment

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.

5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than Seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderer that have received the tender document.

6. Amendment of Documents

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.

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

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.

7. Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language, 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.

8.Documents Comprising the Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 9,10 and 11below.
- (b) documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 14

9.Tender Form

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.

10.Tender Prices

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.

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

- a) The price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- b) Charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

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 22.

11.Tender Currencies

11.1 Prices shall be quoted in Kenya shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

12. Tenderers Eligibility and Qualifications.

12.1 Pursuant to paragraph 1 of section III, 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.

- 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 I of section III.
- 12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:
- (a) That, in the case of a tenderer offering to supply 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.

13. Goods' Eligibility and Conformity to Tender Document.

- 13.1 Pursuant paragraph 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.
- 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.
- 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 characteristics of the goods;
 - (b) a list giving full particulars, including available sources 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 services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 13.4 For purposes of the commentary to be furnished pursuant to paragraph 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.

14. Tender Security

14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender for Non AGPO firms or Bid Securing Declaration for AGPO firms.

14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7

14.3 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, 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.

14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as nonresponsive, pursuant to paragraph 22.

14.5 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.

14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 30
or
 - (ii) To furnish performance security in accordance with paragraph 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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 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.

16.Format and Signing of Tender

- 16.1 The bidders 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.
- 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.
- 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.

16.4 Submission,

The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

- 16.4 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

16.5 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and is clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

16.6 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals

17.Sealing and Marking of Tenders

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.

17.2 The inner and outer envelopes shall :

(a) Be addressed to the Procuring entity at the following address:

The Director, National AIDS Control Council
P.O. Box 61307 Nairobi
on 9th Floor of Landmark Plaza situated on
Argwings Kodhek Rd Opposite
Nairobi Hospital

(b) Bear, **UPGRADE OF POWER AND COOLING SYSTEMS FOR NACC DATA CENTRE AND UPS ROOM AT LANDMARK PLAZA**

The Invitation for tenders (IFT), and the words: “DO NOT OPEN BEFORE,” **2nd December, 2016 at 10.00Am.**

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”.

17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

18. Deadline for Submission of Tenders

18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 no later than **2nd December, 2016 at 10.00Am.**

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 6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

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 prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. 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.

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

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 14.7.

Submission of Tenders

20. Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on **2nd December, 2016 at 10.00Am** and in the following location.

National AIDS Control Council P.O. Box 61307 00200 9th Floor of Landmark Plaza situated on Argwings Kodhek Rd Opposite Nairobi Hospital

The tenderers' representatives who are present shall sign a register

Evidencing their attendance.

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.

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

21. Clarification of Tenders

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.

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.

22. Preliminary Examination

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.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the

correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 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 affect the relative ranking of any tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 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 nonconformity.

23. Evaluation and Comparison of Tenders

- 23.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 The Procuring entity's evaluation of a tender will exclude and not take into account:
- (a) in the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
 - (c) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 23.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.
- 23.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:
- (a) delivery schedule offered in the tender;
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (c) the cost of components, mandatory spare parts, and service;
 - (d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the tender;
- 23.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:
- (a) Delivery schedule.

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

- (b) Deviation in payment schedule.

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

- (c) Spare parts and after sales service facilities.

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

24. Contacting the Procuring entity

24.1 Subject to paragraph 21, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

24.2 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.

Award of Contract

25. Post-qualification

25.1 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.

25.2 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 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

25.3 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.

26. Award Criteria

26.1 Subject to paragraph 10, 23 and 28 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.

27. Procuring entity's Right to Vary quantities

27.1 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.

28. Procuring entity's Right to Accept or Reject Any or All Tenders

28.1 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.

29. Notification of Award

29.1 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.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

30. Signing of Contract

30.1 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.

30.2 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.

31. Performance Security

31.1 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.

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 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.

32. Corrupt Fraudulent Practices

32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Section D-GENERAL CONDITIONS OF CONTRACT

Section D-GENERAL CONDITIONS OF CONTRACT

1.Definitions

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.

2.Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods.

3.Country of Origin

- 3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced.
- 3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

4. Standards

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

5. Use of Contract Documents and Information

5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, 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.

5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 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.

6. Patent Rights 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.

7.0 Performance Security 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. 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. 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.

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.

8. Inspection and Tests 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.

8.2 The inspections and tests may be conducted on 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. 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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 Goods having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Goods' delivery. 8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Packing 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. 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.

10. Delivery and Documents 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

11. Insurance 11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract

12. Payment 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. 12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

13. Prices 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.

14. Assignment 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.

15. Subcontracts 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.

16. Termination for Default 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. 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, Goods similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar Goods.

17. Liquidated Damages 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 goods up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

18. Resolution of Disputes 18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. 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.

19. Language and Law

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.

20. Force Majeure

20.1 The tenderer 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.

Section E. SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of Contract shall supplement the General Conditions of Contract.

Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

2. Individual Procuring entities will indicate the special conditions under this section

(Where applicable).

Section F. SCHEDULE OF REQUIREMENTS

Number **Description** **Quantity** **Delivery** **schedule** **(shipment)** **in**
weeks/months from _____¹

FIRE DETECTION AND SUPPRESSION SYSTEM - EXTENSION					
Item	Description	Qty	Unit	Unit Cost (Kshs)	Total Cost (Kshs)
A	FIRE DETECTION AND CONTROL				
A.02	Optical Smoke sensors as C-Tec Fire Systems	2	No.		
A.08	Cabling and Accessories charges	1	Lot		
B	SUPPRESSION SYSTEM				
B.08	360° Nozzle 25mm	1	No.		
B.14	Entrance warning sign	1	No.		
B.15	Discharge pipe work and accessories	1	No.		
C	Others				
C.01	Preparation of working drawings	1	Set		
C.02	Allow for miscellaneous items	1	Item		
C.03	Allow sum for servicing the existing system	1	Item		
iii)	SET UP PROPER POWER DISTRIBUTION				
Item	Description	Qty	Unit		
	Supply , install, test and commission Power distribution				
1	25mm sq pvc/swa/ 4 c cable from 6th floor to 8th floor	35	m		
2	Cable termination accessories	1	Lot		
3	160 Amps TP mccb cw enclosure at power source and end as schneider	3	No.		
4	6wa Y 125 ampsTPN power distribution board for clean power cw sp mcbs	1	No.		
5	As Above but for raw power	1	No.		
6	200mm x 50mm x 2compt, powder coated metal trunkings on main walls	40	m		

D.4	Allow for fire retardant paint works on the entire DC walls	49.42	M ²		
D.5	Remove, Cat away debris as directed	1	Lot		
F	Others				
F.2	Site Preparations	1	Lot		
v)	DATA CENTRE ICT WORKS				
Item	Description	Qty	Unit		
	CABLING INFRASTRUCTURE				
1	Siemon 24Port Cat7 Patch Panels	6	No.		
2	Siemon 1.0m Cat7 Patch Cords	40	No.		
3	Siemon 3.0m Cat7 Patch Cords	20	No.		
4	Siemon Cat7 FTP Cable	3	Rolls		
5	1U Cable Managers	6	No.		
6	Installation Accessories	1	No.		
7	Cable Pulling	915	m		
8	Cable Termination, Testing and Labeling	144	Points		
9	Allow sum for Cable re-organization within the Data Centre	1	Lot		
	CCTV AND ACCESS CONTROL				
Item	Description	Qty	Unit		
A	<u>Biometric Access Control System</u>				
A.01	Biometric Access Control Reader	1	No.		
A.02	Release to exist switch - DR 804	1	No.		
A.03	Electro Magnetic lock - EM 560	1	No.		
A.04	12V, 7Ah Back up battery	1	No.		
A.05	12V, 3Amp Intelligent PSU	1	No.		
A.06	Over ride Manual Keyswitch	1	No.		
A.07	Installation Accessories	1	No.		
A.08	8 Core Communications Cable	200	LM		
B	<u>IP CCTV System</u>				
B.01	3MP Indoor Dome with D/N, IR, Basic WDR, Vari-focal lens, f2.8-12mm/F1.4, H.264,1080p /30fps, DNR, MicroSDHC, PoE	2	No.		
C	Others				
C.01	Access Control System Installation and Commissioning	1	Item		
C.02	Preparation of working drawings	1	Set		
C.03	Preparation of As -installed drawings	1	Set		

Section G. TECHNICAL SPECIFICATIONS

GENERAL

1. These specifications describe the basic requirements for goods .Tenders are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
2. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
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.
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.

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Power and Cooling System for NACC Data Centre**

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1 General Provisions

1.1 Overview

This document is provided by the NATIONAL AIDS CONTROL COUNCIL to illustrate the technical specifications for the data center project. It provides guidelines for bidders to compile the project technical proposal. In the technical proposal, The bidder must specify and address each technology and project requirement specified in this document.

The bidders must keep all internal documents and technical documents and information provided NACC confidential. Both NACC and the bidder must abide by the confidentiality agreement signed between them. The bidder is not allowed to transmit any information in this document and about this project to a third party in any form without Party NACC's written consent.

1.2 Project Background

The following table analyzes the data center requirements in the project.

No.	IT Service Requirement Item	Power Input	IT Cabinet/Rack (Set)	UPS Configuration	Air Conditioner Configuration	IT Load (kW)
1	Server room Upgrade	Twin redundant inputs	4	Redundancy	Redundancy	12

1.3 Related Standards

The products (including software and hardware) provided by the bidder must comply with technical standards, which include but are not limited to the following:

1. Code for design of electronic information system room (GB50174-2008)
2. Code for construction and acceptance of electronic information system room (GB50462-2008)
3. ISO27001/ ISO20000
4. ASHARE TC9.9 2009
5. Information security technology - Disaster recovery specifications for information systems (2007)
6. Standard for design of intelligent building (GB/T50314-2006)
7. Code for acceptance of quality of *intelligent* building (GB 50339-2003)
8. Code for design of electric power supply systems (GB50052-95)
9. Low voltage distribution design specifications (GB50054-95)
10. Code for engineering acceptance of generic cabling system (GB 50312-2007)
11. Code for engineering design of generic cabling system (GB 50311-2007)
12. Regulations for electromagnetic radiation *protection* (GB8702-88)
13. Installation engineering standard for surge protection and grounding (322-1998)
14. Code for *fire* protection design of buildings (GB 50016-2006)

15. Code for design of heating ventilation and *air* conditioning (GB50019-2003)
16. Code for acceptance of construction quality of ventilation and air conditioning works (GB50243-2002)
17. Code for *fire* protection design of tall buildings (GB50045-2005)
18. Code for electrical design of civil buildings (JGJ16-2008)
19. Generic code for electronic computer site (GB/T2887-2000)

If the equipment provided by The bidder does not comply with the preceding standards, The bidder should point out the non-compliance items and propose the commitment and deadline for compliance, and is responsible for version upgrades. If no industry standards are applicable to the new functions or equipment provided by The bidder, the manufacturer' standards shall prevail.

1.4 Work Division

1. The bidder shall quote for all materials involved in the server room aesthetics, including the floors, ceilings, partitions, inner wall and column surfaces, doors, windows, and other necessary aesthetic materials.
2. The bidder shall purchase, install, and integrate the air conditioners, power distribution equipment, cabinets, cabling cabinets, battery cabinets, and monitoring equipment inside the equipment room module, which are included in the project quotation. The NACC shall purchase the power distribution equipment to be deployed outside the equipment room module, which is excluded from the quotation.

2 Overall Technical Requirements

The Server room upgrade will include the power supply and distribution system, cooling system, cabinet system, and facility monitoring system. This chapter describes the functional requirements for the equipment.

2.1 Certification Requirements

- Supplier certification requirements
 1. ISO 9001/TL9000
 2. ISO IEC_27001
- Product certification requirements
Air conditioner: KeBS, CE, CCC, CQC certificates obtained; RoHS, REACH, reports obtained
National Construction Authority 4 minimum

2.2 Installation and Environment Requirements

- Environmental adaptability requirements
The Air Conditioner should apply to the outdoor environment with the air temperature range of -20°C to $+45^{\circ}\text{C}$, the relative humidity range of 20% to 80%, and the altitude range of 0 m to 4000 m.
- Power supply requirements
The equipment room should provide the single or dual power supplies of 415 V AC, 50 & 60 Hz, 3Ph+N+PE.
- Installation requirements
The module should support single-row deployment to efficiently use the equipment room space and can be installed on the concrete floor or ESD floor.
- Floor height requirements

Meets the requirements for the 2.6 m net height.

2.3 Overall Requirements

The Server room should feature the cold aisle containment in a raised floor or overhead installation datacenter configuration

Tier requirement: TIA-942 Tier1

- Surge protection level: CLASS II/C, 8/20 μ s
- Waterproof and dustproof level: IP20
- Cooling: Air cooled rack-mounted air conditioners.
 1. Configuration requirement: aisle containment, rack-mounted variable-frequency air conditioner, easy maintenance, less footprint, high integration, and high energy efficiency
- 2 No. Rack-mounted 20KVA UPS.
- Backup time requirement:30 min backup time supported.
- Battery deployment requirement: The battery cabinet can be deployed inside the cabinet.
- Remote monitoring of:
 1. Room Temperature
 2. UPS Battery Status
 3. Server health
 4. Backups
 5. Network Performanceover a web user interface (WebUI). Alarms can be sent by the short message service (SMS). The mobile APP can be used for mobile operation and maintenance (O&M).
- Cabling: Cables will be routed from the top of the cabinets.
- Environment adaptability requirement: The deployment space should meet the requirement for 2.6 m net floor height.
- System Backup software for:
 - SAP Business One - Hourly
 - Microsoft Exchange - Daily
 - Microsoft Active Directory - Daily
 - VMware VSphere – Daily
 - Microsoft SQL – Daily

3 Detailed Technical Requirements

3.1 Power Supply and Distribution System Requirements

Overview

A properly engineered power supply and distribution system is critical for a ICT equipment rooms. The power supply and distribution system must be highly reliable implemented using high quality switchgear and electrical cables. The key of the project lies in the safety, reliability, and maintainability of the power supply and distribution system.

Power intended for the ICT equipment must pass through the supplied from an online UPS guaranteeing clean and surge free power at all times. The design load for the power distribution cables and cabinets as well as the corresponding circuits must meet the peak power usage requirements. The power supply and distribution system for the NACC server room center will be composed of the power distribution box, UPS, battery, and rack power distribution unit (rPDU).

Design Scope

The design scope for this phase of the project is power distribution in the NACC Server room module.

- Redundant UPS power supply and distribution system design
- Redundant power supply and distribution for the air conditioning system

The power supply and distribution system should use the N, N+1, architecture and meet the tier 1 requirements. The 415 V AC, 50 Hz, 3Ph+N+PE power distribution solution shall be supported.

3.1.1 UPS

The UPS provides uninterruptible power for IT loads in the NACC by means of batteries. In order to provide protection from mains utility outages, surges, over and under voltage, the UPS must deploy online power backup technology..

The UPS for the NACC Server Room must meet the following requirements:

- The UPS’s will be the rated capacity of 20 kVA, and will be mounted in a rack.
- The rated input and output of the UPS will be single-phase 415 V, 50/60 Hz, 3Ph+N+PE.
- The UPS will provide high efficiency and deliver the efficiency up to 95% in online mode.
- The UPS will have a strong overload capacity and continues running for 60 seconds when overloaded by 125%.
- The UPS provides communications port for easily monitoring the UPS running parameters and status.

Category	Item	20 kVA
Input	Input voltage range	380–485 V AC, three-phase
	Rated input voltage	380 V AC/ 400 V AC /415 V AC (three-phase)
	Input frequency range	40–70 Hz
Output	Rated capacity	20 kVA
	Rated voltage	380/400/ 415 V AC; three-phase output; a voltage system can be selected by setting a voltage level over the LCD.
	Power factor	0.9
	Max. efficiency	95%

Category	Item	20 kVA
	Overload capacity	<p>In normal mode, when the UPS is overloaded to a range between 105% and 125%, the UPS transfers to the bypass mode in 5 minutes if the bypass is normal, or disconnects the power output if the bypass is abnormal.</p> <p>In normal mode, when the UPS is overloaded to a range between 125% and 150%, the UPS transfers to the bypass mode in 1 minute if the bypass is normal, or disconnects the power output if the bypass is abnormal.</p> <p>In normal mode, when the UPS is overloaded to more than 150%, the UPS transfers to the bypass mode in 0.1 second if the bypass is normal, or disconnects the power output if the bypass is abnormal.</p>
Structure	Installation mode	Rack-mounted
	Surge protection	IEC/EN60240-2 IEC/EN61000-4-5 YD/T1095-2000 YD/T944-2007 The AC input meets class D surge protection requirements (differential mode and common mode: 5 kA, 8/20 μs).
Environment	Operating temperature	0–40°C
	Relative humidity	0%–95% RH (non-condensing)
	Altitude	< 1000 m (derated when the altitude is between 1000 m and 4000 m. For derating data, refer to the IEC62040-3.)
	Storage and transportation temperature	–40°C to +70°C (battery pack: –20°C to +40°C)

3.1.2 Power Distribution Box

- Type of power distribution equipment: ATSE power distribution module, UPS input and output power distribution module, indicator power distribution module
- Installation mode: rack-mounted
- Power distribution box: Rack mountable
- Electrical performance
 - The ATSE power distribution module supports two power inputs (mains + mains or mains + diesel generator). The ABB automatic transfer switch should be used, and an LCD should be provided.

- The power distribution box contains the UPS input, UPS output, UPS maintenance bypass switch, and surge protection switch.
- The class C SPD is deployed in standard configuration. A surge protection switch should be installed before the SPD, and a micro switch with the surge protection switch or SPD fault indicator should be used to remotely monitor the SPD status.

3.1.3 rPDU

- Electrical performance
 - Single-phase 240 V AC input voltage, 50 Hz
 - Single input of the rPDU
 - Input: junction box input or standard IEC60309 three-core plug input
 - Output: C13/C19 standard socket, circuit breaker protection supported by the rPDU of 32 A or higher current
- Application environment
 - Operating temperature: -5°C to +40°C
 - Operating humidity: 95% RH
 - Operating altitude: 2000 meters without derating

3.1.4 Battery

A battery cabinet provides space for installing batteries and routing battery cables. Conversion copper bars are required for the input and output circuit breakers in the main battery cabinet. The battery backup time must be 30 min. The UPSs of 20 kVA will both be connected in parallel and share battery strings.

Item	Specifications
Material	High-intensity class A carbon cold rolled steel sheet and zinc-coated steel sheet
Air channel	Front and rear air channels
Installation space	42 U
Installation mode	Rack Mounted
Protection level	IP20

3.2 Cooling System Requirements

3.2.1 Technical Requirements for Precision Air Conditioners

The air conditioner should feature efficient cooling, effective energy saving, high reliability, wide working conditions, wide power range, high compatibility, intelligent monitoring, and easy maintenance.

High Energy Efficiency

Name brand DC variable-frequency compressors with high energy efficiency can achieve 20%–100% stepless speed adjustment to provide cooling capacity on demand, thereby greatly reducing energy consumption.

- DC fans in the indoor unit use the horizontal air supply mode for racks. 30%–100% stepless fan speed adjustment is supported, which enables precise control over the supply air temperature and direction, thereby reducing energy consumption.
- Optimal system configurations and efficient refrigeration coil pipes ensure efficient heat exchange.
- The variable-frequency temperature control algorithm enables quick response to load changes and precise temperature control to conserve energy. The variable-frequency air conditioner consumes 30% less energy when compared with a constant-frequency one.
- Fans support variable-frequency start, which lowers the start current and prevents shock on the power grid and other electrified equipment.

High Reliability

- The DC variable-frequency air conditioner greatly reduces the number of startup and shutdown times, reducing component failures and extending the lifespan of key components.
- The electronic expansion valve will be used, allowing rapid and precise adjustment of the refrigerant volume based on the temperature and humidity requirements and improving system stability. A backup power module will be provided to close the electronic expansion valve when the system experiences a power failure.
- The Positive Temperature Coefficient (PTC) electric heater provides dual protection functions: automatic reset and auto-recovery disabling.
- The air conditioner will have non-condensation at low loads to maintain the humidity in cold aisles in the range of 20%–80% at low loads (10% load at least) in a high-humidity environment.
- The air conditioner will feature 6 kV surge protection design, providing high surge protection reliability.

High Compatibility

- The air conditioner will be rack-mounted.
- Both the refrigerant pipes and water pipes can be routed from the top or bottom.

Wide Power Range

Adaptability to multiple power systems:

- System supply voltage 220–240 V AC, L+N+PE, 50/60 Hz
- Voltage range: 198–264 V AC
- Frequency range: 47–53 Hz

Intelligent Monitoring

The NACC will be able to monitor and configure parameters for the cooling system on the monitoring unit.

Easy Installation and Maintenance

- The air conditioner can be easily inserted into a cabinet, facilitating installation.
- End face sealing stop valves are reserved for the ports on the indoor and outdoor units. The welding-free design achieves fast maintenance and no ignition is required.
- The refrigerant will be delivered with the equipment, which will meet the requirements of 30 m pipes. The prefilled refrigerant oil meets the requirements of 60 m pipes.
- Remote parameter setting and remote inspection will be supported.

- Key component will support front and rear maintenance. The entire air conditioner will be easily replaced. During the maintenance and replacement of an air conditioner, other air conditioners will not be affected.
- The control unit should be able to be pulled out for maintenance. Environmental Requirements for In-row Precision Air Conditioners

Item	Specifications
Indoor unit operating temperature	0–40°C
Indoor unit operating humidity	5%–95% RH (non-condensing)
Outdoor unit operating temperature	–20°C to +45°C

3.2.2 Installation Requirements for In-row Precision Air Conditioners

Installation Mode	Rack-Mounted
Height difference between indoor and outdoor units	<p>If the outdoor unit is placed higher than the indoor unit, the vertical distance between them should be less than or equal to 20 meters.</p> <p>If the indoor unit is placed higher than the outdoor unit, the vertical distance between them should be less than or equal to 5 meters.</p>
Maximum equivalent length of the one-way pipe	60 m
Thermal insulation foam thickness	13 mm
Water drainage	The distance between the upper drainage of the water pump and the cabinet installation floor should not exceed 4 meters.

3.2.3 Main Technical Specifications for In-row Precision Air Conditioners

The following table lists the main technical specifications for air conditioners.

Table 3-1 Air conditioner technical specifications

Specifications	11 kW
Indoor fan type	EC fan
Total cooling capacity	11 kW
Sensible cooling capacity	11 kW
Sensible heat ratio	1
Air volume	2600 m ³ /h
Indoor unit installation mode	Rack-mounted
Outdoor unit installation mode	Wall/floor-mounted

The cooling capacity is measured at the indoor inlet air temperature 37.8°C, relative humidity 20%, and condensing temperature 35°C.

ICT Cabinets

Existing cabinets shall be used

Inter Cabinet Data Cabling

Each data cabinet will provide inter cabinet data cabling via CAT6A cabling terminated on 3 x 24 port CAT6A patch panels in each of the ICT cabinets. This will allow for patching equipment across any of the cabinets without the need to lay fresh cables each time the need arises. (This is independent to existing work area data cabling terminated to the switch cabinet)

Cable managers shall be provided to ensure neatness of the data cabling at all times.

3.3 System Requirements

3.3.1 Aisle Containment System

- The depth of a contained aisle should not exceed 250- 300mm.
- Hot aisle: The front door is a single-swing double-layered glass door that prevents condensation.
- Cold aisle: The front door is a perforated door.

3.3.2 Cabinet System

Cabinets are necessary facilities in a data center. They provide an appropriate operating environment for accommodating and interconnecting equipment.

The cabinets must provide the following features:

- The ventilation rate of the perforated door is greater than or equal to 70%.

- Two power distribution units (PDUs) can be vertically installed at the rear of the cabinet.
- The position of each U is marked on the vertical mounting bars.
- The front and rear doors are locked and can be unlocked only with dedicated keys.

Item	Technical Specifications
Dimensions (H x W x D)	IT cabinet: 2000 mm x 600 mm x 1350 mm Battery cabinet (deployed inside the aisle containment): 2000 mm x 600 mm x 1350 mm Battery cabinet (deployed outside the aisle containment): 2000 mm x 600 mm x 1100 mm/1200 mm Network cabinet: 2000 mm x 600 mm/800 mm x 1350 mm
Color	Black
Material	High-intensity class A carbon cold rolled steel sheet and zinc-coated steel sheet
Air channel	Front and rear air channels
Installation space	Each cabinet provides 42 U available space. The distance between the front and rear mounting bars can be adjusted by a step of 25 mm. Positions for vertically installing two PDU2000s are provided at the rear of the cabinet.
Installation mode	Installed on a concrete or raised floor
Static load	1500 kg Building requirement
Dynamic load	1000 kg
Protection level	IP20

3.4 Monitoring and Management System

3.4.1 Monitoring System.

3.4.1.1 System Overview

The Server room should provide a general environment and power monitoring interface to constantly monitor equipment such as the power supply and distribution devices, UPS, air conditioners, temperature and humidity sensors, water sensors, smoke detectors, video surveillance devices, and access control devices inside the room. If a component fault or parameter error is detected, alarms are generated in diverse modes such as email and SMS. Historical data and alarm events will also be recorded. IT should be able to query device information in real time using an APP or web interface, enabling mobile operation and maintenance. The Monitoring system should also be able to give information on:

1. Server/Storage health.
2. Network performance

3. System update information

3.4.1.2 Specifications Requirements for Key Hardware

1. Data collector

Item	Specifications
Power input	Operating voltage: 200–240 V Operating frequency: 50 Hz Input current: 6.7 A
Power output	Output voltage: 42–58 V DC (rated voltage: 53.5 V DC) Output power of a single power supply: 1000 W (176–300 V AC); 470 W (linear derating at 85–175 V AC) Output current: 14 A
System memory	512M
Solid state disk	2 GB and 128 MB of storage space
FE port expansion	Two WAN ports, two LAN ports, and 10/100M communications rate
RS485 serial port expansion	Four RS485 ports reserved; with the default communications rate of 9600 bit/s Each port providing 12 V DC power with the rated current of 450 mA
AI/DI expansion (RJ45)	Six AI/DI ports used for connecting to sensors such as smoke detectors, water sensors, and temperature sensors Each port providing 12 V DC power with the rated current of 85 mA
DO expansion (RJ45)	Two expansion dry contacts with the contact point capacity of 20 W, maximum withstand voltage of 60 V DC, and rated current of 0.5 A Two active DO ports with the output voltage of 12 V DC and output current of 450 mA
Wireless communication	Wireless communication
3G	Provide a SIM card slot; support 3G communication
USB	General USB port
SD card	One micro-SD card

2. Pad

The controller pad (9.6 inches at least) supports wireless access to the data center facility management system. The APP can be used to monitor the data center equipment and environment parameters in real time. The pad for the micro-module uses a capacitive screen and supports multi-touch control.

3.4.1.3 System Architecture Requirements

- Management layer: A professional and high-class server that meets specifications requirements should be used. For detailed specifications, see the hardware specifications requirements. The server should be based on the Linux operating system and can centrally process, display, and output the data uploaded from the collection layer. The management layer should support hot backup of two servers. If one server breaks down, the other server automatically takes over the management tasks to ensure that the management system works reliably.
- Display layer: The management system should support web access using a browser from any position in the network. The browser should be a mainstream browser such as Internet Explorer, Chrome, or Firefox. The system should support the mobile APP running on mainstream Android mobile phones/Tablets

3.4.1.4 System Capacity Requirements

- The management system should monitor and manage at least 5000 intelligent nodes (the communications address of corresponding devices).
- The management system should support at least 500,000 indicator data entries, and logs can be stored in the system.
- The management system should support concurrent access of at least 100 clients.

3.4.1.5 WiFi Controller

The bidder will also be required to supply and commission a Wifi Controller and Access points for 6 wings of the NACC HQ.

3.4.1.6 System Security Requirements

The management platform provided by the bidder should use diverse security designs, and relevant proofs should also be provided.

1. Virus scanning: The management system software should be scanned by at least three types of enterprise-edition virus scanning tools, including but not limited to the tools supplied by Trend Micro, McAfee, Avira, Kaspersky, and Symantec. The scanning reports should also be provided. These will ensure the system security.
2. Vulnerability scanning: The management system, operating system, and database should be scanned by a common enterprise-edition vulnerability scanning tool such as the Nessus or SAINTbox to remove any vulnerabilities. The scanning reports should also be provided.
3. Password storage: Personal information such as the user passwords, mobile numbers, and email addresses for the management system should be encrypted and must not be stored in plain text. The relevant proofs should also be provided.
4. Log management: Logs should cover all use activities and operation commands in the system and should not be deleted.
 - (1) User activities include but are not limited to:
 - Login and logout
 - User addition, use deletion, and change to user attributes (such as the account name and password)
 - User locking, unlocking, disabling, and enabling
 - Role right change
 - Change to system security configuration (such as security log content configuration)
 - Change to important resources, for example, deleting or modifying an important file

- (2) Operation commands include but are not limited to:
- Change to system configuration parameters
 - System startup, shutdown, restart, pause, recovery, and switchover
 - Service loading and unloading
 - Local and remote software upgrades
 - Creation, deletion, and modification of important personal data
 - Command-line operation commands for all accounts

3.4.1.7 System Performance Requirements

1. System Reliability Requirements

- Supports hot deployment. Users do not have to restart the system when adding a new device, which ensures continuous monitoring.
- Supports server performance detection.
- Supports patch tools for upgrading and fixing bugs for versions on the live network.
- Supports flow control. If a number of devices are connected, flow is controlled to prevent system overload.
- The management system recovers data management upon a reconnection to a monitoring unit.

2. System Compatibility Requirements

- The system should support the northbound interface protocols: SNMP and web-servers.
- The system should support the southbound interface protocols: SNMP and Modbus.
- The system should support web integration of other B/S systems.

3. System Extensibility Requirements

- The hardware (collectors) can be deployed in multiple sites and expanded flexibly.
- The system management software supports centralized management.
- The system supports smooth upgrade.

4. Key Performance Indicators

Item	Performance Indicator	Parameter
Processing capability	Interface response time	< 3s
	Control command response time	< 5s
	Average query time of a common report	< 5s
	System startup time	< 5 min
	Device alarm response time	< 5s
Accuracy	Alarm accuracy	100%
	Onsite device control accuracy	100%
Performance	System mean time between failures (MTBF)	> 20000 h
	Hardware MTBF	> 100000 h
	Mean time to repair (MTTR)	< 0.5h

- **Capacity management**
 - The system should provide the capacity management function and support statistics and analysis of the equipment room space, power distribution, cooling, and load-bearing capacity.
 - The capacity information can be displayed in a graph. For example, the space capacity can be displayed in a graph to illustrate the locations of devices inside a cabinet.
 - The system should provide the capacity planning and design functions. Devices inside a cabinet can be moved, added, and changed, and other capacity information will be automatically updated.
 - The system should provide the function for querying optimal positions. For example, if a user specifies the U position, rated power, rated cooling capacity, and weight information of a newly added device, the system will automatically suggest the most appropriate cabinet position and highlight the position in the equipment room layout diagram.
5. **Management server**
- Type: rack-mounted, 2 U at least
 - CPU: 2.6Ghz 4Core
 - Memory: 8GB
 - Hard disk: 1.0TB
 - Power supply: two power supplies
6. **Backup & replication Software for existing EMC2 VNX 5600 and EMC Datadomain (Primary and Backup site)**
- Application-aware image-based backup
 - Backup from Storage Snapshots
 - Deduplicating storage integrations
 - Direct Storage Access
 - Instant VM Recovery
 - 1-click recovery of Microsoft Exchange 2013 and granular Exchange restores.
 - Microsoft Active Directory backup and recovery.

SITE VISIT

A mandatory site visit will be required of all bidders and a schedule will be signed as evidence of the visit.

INTERRUPTIONS.

ALL Bidders will be required to demonstrate that works will be done WITHOUT any interruptions to NACC's critical systems.

Section H: TENDER FORMS AND PRICE SCHEDULES

1	2	3	4	5	6
Item	Item description	Quantity required	Unit price	Total Price	Unit price of other incidental services payable

Evaluation Criteria for UPGRADE OF POWER AND COOLING SYSTEMS FOR NACC DATA CENTRE AND UPS ROOM

Evaluation criteria

The tenders shall be evaluated according to technical and financial criteria as indicated in appendix II. The technical and financial criteria will form 80% and 20% of the total marks respectively. A bidder must get 70% out of 80% in the technical evaluation for their financial bid to be considered. This will be a two envelope tender i.e TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL SEALED IN DIFFERENT ENVELOPES AND PLACED IN AN OUTER ENVELOPE CLEARLY MARKED WITH THE TENDER REFERENCE NUMBER AND ADDRESSED TO THE DIRECTOR, NATIONAL AIDS CONTROL COUNCIL Only technical proposals will be opened on the stated date and time. The FINANCIAL PROPOSAL SHALL BE OPENED ON A DATE TO BE COMMUNICATED AFTER THE TECHNICAL EVALUATION FOR THE BIDDERS THAT WOULD HAVE QUALIFIED

Mandatory requirements together with other Key elements to be considered in the technical evaluation (please see the evaluation criteria Appendix II below) are:

- Technical specifications and qualification of personnel
- Experience relevant to the exercise
- Technologies to be deployed
- Standards and Quality of service
- Certification by manufacturer (**a must and or proof of partnership**)
- Quality and capacity of any proposed equipment
- Proof of ability of technical support in country(**Manufacturer/Bidder**)

Technical Capacity (80%) – Tenders scoring less than 70% in technical evaluation will not be considered for financial evaluation.

Financial Proposal (20%) – Financial proposal will be evaluated based on the following formula:

The lowest quoted price (x) [80].

Any other prices (y) [x/y*20]

APPENDIX I – REFERENCE SITES QUESTIONNAIRE

Note: Please provide information for your three (3) major similar reference sites, Please note that this will be verified by the NACC evaluation team.

Reference Site (name): _____

1.	Project title	
2.	Location where implementation done <ul style="list-style-type: none"> • Country • Town(s) 	
3.	Contact Address	
4.	Client's Key Contact Person(s) <ul style="list-style-type: none"> • Name(s) • Position • Telephone contact 	
5.	Commencement date	
6.	Completion date	
7.	Value of the project	
8.	Number of technical staff provided by your company for the project	
9.	Other third party company(ies) involved: <ul style="list-style-type: none"> • Name(s) • Roles and responsibility of the company • Contact Address • Physical Address • Tel No. • Fax No. • E-mail (where applicable) 	
10.	Brief Project Description:	
11.	Description of Solution Implemented	
12.	Support Issues: <ul style="list-style-type: none"> • Are you providing annual maintenance support for the solution supplied? • State the type of maintenance contract you are offering • State annual costs 	
13.	State any challenges experienced by yourselves during your previous project implementation	

APPENDIX II – EVALUATION CRITERIA

No.	Item	Marks (100)*
1.	Mandatory Items	
	Performance Security Proposal at contract signing	Mandatory
	Bank Bid Bond for Non AGPO firms	Mandatory
	Bid/Tender Securing Declaration for AGPO firms	Mandatory
	Certificate of completion/appreciation for the Installation and support for data center solutions at other sites.(3 sites)	Mandatory
	KRA Tax Compliance Certificate	Mandatory
	Certificate of Incorporation	Mandatory
	Manufacturers authorization	Mandatory
	Bidders Years of experience in providing data center solutions (at least 5 years' experience) Provide evidence.	Mandatory
	Manufacturer's Technical Support capability in- country	Mandatory
	A mandatory site visit will be required of all bidders and a schedule will be signed as evidence of the visit.	Mandatory
	Bidder demonstrates that works will be done WITHOUT any interruptions to NACC critical systems.	Mandatory
2	References	10
	Provide at least three reference sites with similar implementations	
	Must be a partner or equivalent to the proposed equipment manufacturer (provide verifiable evidence)	
3.	Response to technical aspects of the Server Room upgrade Solution	
a)	Power Supply and Distribution System	20
b)	Cooling System	20
c)	Cabling	10
d)	Monitoring System/CCTV/Civil Works	10
7.	Capacity of the Organization	15
	<ul style="list-style-type: none"> • Organization Structure 	
	<ul style="list-style-type: none"> • Value of project undertaken in the last 3 years 	
	<ul style="list-style-type: none"> • Financial reports for the last three years 	
	<ul style="list-style-type: none"> • Have been in the market for not less than 5 years 	
	<ul style="list-style-type: none"> • Equipment and key staff 	
	<ul style="list-style-type: none"> • Warranty Service Center or equivalent for proposed data center equipment and software 	
	Support & management	15
	<ul style="list-style-type: none"> • Helpdesk/Fault escalation mechanism 	
	<ul style="list-style-type: none"> • Response time 	
	<ul style="list-style-type: none"> • Training and capacity building for key NACC IT staff 	
8.	Total	100

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 _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

 Location of business premises.

 Plot No..... Street/Road

 Postal Address Tel No. Fax 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

 Citizenship details

Part 2 (b) Partnership
 Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.
2.

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.
Date			
Signature of Candidate			

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

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)

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)

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]

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]

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.

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

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 of20.....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.

etc.

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

1.

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 FORM- MANDATORY

(r.22)

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date: ----- of Bid Submission] Tender No. -----

To: Name of Procuring Entity-----

We, the undersigned, declare that:

- We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
- We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 12 **months** - starting date of notification of award if we are in breach of our obligation(s) under the bid conditions, because we –

(a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,

(i) Fail or refuse to execute the Contract, if required, or

(ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT.

- We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

(i) Our receipt of a copy of your notification of the name of the successful Bidder; or

(ii) twenty-eight days after the expiration of our Tender.

- We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed by : ----- Signature -----

Position ----- Duly authorized to sign the bid for and on behalf of:

Dated: -----]

BANK DETAILS FORM- MANDATORY

Provide the following bank details for electronic transfer purposes

Name of the Bidder:.....

Bank Name
:.....

Bank branch name
;.....

Bank code
:.....

Bank account
:.....

PIN Number
:.....

VAT Number
:.....

Bank signatory(s) :.....
.....

Signed/ date.....

FORM SD2

SELF DECLARATION FORMS (r 62)- MANDATORY

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of
..... in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of **Tender No.**
..... for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title)

(Signature)

(Date)

Bidder's Official Stamp

SELF DECLARATION FORMS (r 62) (MANDATORY)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,of P. O. Box being a resident of
..... in the Republic of ----- do hereby make a statement as

follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of
.....
..... (insert name of the Company) who is a Bidder in respect of **Tender No.**
..... for(insert tender title/description) for
(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

TENDER-SECURING DECLARATION FORM

(r.22) [The Bidder shall complete 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 Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (a) our receipt of a copy of your notification of the name of the successful Bidder; or
 - (b) thirty days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed...

Capacity / title (director or partner or sole proprietor e.t.c)

Name:

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

Dated on day of, [insert date of signing]

Seal or stamp