



KONZA
TECHNO CITY, KENYA

TENDER DOCUMENT FOR

**SUPPLY, INSTALLATION, CONFIGURATION, DOCUMENTATION OF SERVERS, STORAGE
AND NETWORKING EQUIPMENT**

KoTDA/RFP/007/2016-2017

CAPITAL WEST BUSINESS CENTER, WESTLANDS

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NAIROBI, KENYA.

FEBRUARY 2017

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SECTION I

INVITATION TO TENDER

DATE _____

TENDER REF NO. KoTDA/RFP/007/2016-2017

TENDER NAME: Supply, Installation, Configuration, Documentation of Servers, Storage and Networking Equipment

- 1.1 Konza Technopolis Development Authority (KoTDA) invites sealed bids from eligible candidates for the **Supply, Installation, Configuration, Documentation of Servers, Storage and Networking Equipment for Konza Technopolis Development Authority.**
- 1.2 Interested eligible candidates may obtain further information from **Konza Technopolis Development Authority** through **procurement@konzacity.go.ke** during normal working hours.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box on **Fifth Floor, Capital West Business Center, Westlands, Nairobi**, so as to be received on or before **Wednesday, 22nd February, 2017**, at 12:00 noon. Bidders are encouraged to conduct a site visit before submitting the document.
- 1.4 Prices quoted should be inclusive of all taxes and delivery cost, must be in Kenya Shillings or any other freely convertible currency and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Board Room on 5th Floor, Capital West Business Center.**

**Chief Executive Officer Konza
Technopolis Development
Authority**

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SECTION II

- INSTRUCTIONS TO TENDERERS

2.1

Eligible Tenderers

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

2.2

Eligible Goods/Solutions

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

2.3

Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KoTDA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

2.4

The Tender Document

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

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

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

2.5

Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing on email or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of KoTDA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6

Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KoTDA, at its discretion, may extend the deadline for the submission of tenders.

2.7

Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and KoTDA, shall be written in English language, provided that any printed literature furnished by the tenderer may

be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8

Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;
 - (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9

Tender Forms

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

2.10

Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of KoTDA.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11

Tender Currencies

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

2.12

Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to KoTDA's satisfaction that the tenderer, at the

time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.

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

2.13

Solutions Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods/solutions shall consist of a statement in the Price Schedule of the country of origin of the goods, solutions and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the solutions;
 - (b) a list giving full particulars, including available source and current prices of solution components, special tools, etc., necessary for the proper and continuing functioning of the solutions and system following commissioning of the system by KoTDA; and
 - (c) a clause-by-clause detailed response on KoTDA's Technical Specifications demonstrating substantial responsiveness of the goods/solutions and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer

may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 1 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
- or
- (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by KoTDA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KoTDA as non-responsive.

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

2.16 Format and Signing of Tender

- 2.16.1 The bidder shall prepare three copies of the tender, clearly marking each "ORIGINAL TENDER", "COPY OF TENDER AND AN "ELECTRONIC COPY ON CD or FLASH DRIVE," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons authorized to sign the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL", "COPY" AND "ELECTRONIC COPY" The Envelopes shall then be sealed.
- 2.17.2 All the envelopes shall:
- (a) be addressed to KoTDA at the address given in the Invitation to Tender:
 - (b) Bear tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE WEDNESDAY, 22nd February 2017.**"
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, KoTDA will assume no responsibility for the tender's misplacement or premature opening.

- 2.18**
- Deadline for Submission of Tenders**
- 2.18.1 Tenders must be received by KoTDA at the address specified under paragraph 2.17.2 no later than **Wednesday 22nd February 2017**.
- 2.18.2 KoTDA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of KoTDA and candidates previously subject to the deadline will therefore be subject to the deadline as extended

- 2.19**
- Modification and Withdrawal of Tenders**
- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by KoTDA prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by email, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.
- 2.19.5 KoTDA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 KoTDA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

- 2.20**
- Opening of Tenders**
- 2.20.1 KoTDA will open all tenders in the presence of tenderers' representatives who choose to attend, at **12:00 noon** on **Wednesday 22nd February 2017** and in the location specified in the Invitation to Tender.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as KoTDA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 KoTDA will prepare minutes of the tender opening.

- 2.21**
- Clarification of Tenders**

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

2.22

Preliminary Examination

- 2.22.1 KoTDA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 KoTDA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 KoTDA 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. KoTDA determination of a tender's

responsiveness is to be based on the contents of the tender itself Without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by KoTDA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23

Conversion to Single Currency

- 2.23.1 Where other currencies are used, KoTDA will convert these currencies to Kenya Shillings (Kshs.) using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24

Evaluation and Comparison of Tenders

- 2.24.1 KoTDA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25

Preference

Konza Technopolis Development Authority shall allow margin of preference as provided for by law.
2.25.1

2.26

Contacting Konza Technopolis Development Authority

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

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

2.27

Award of Contract

(a) Post-qualification

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

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

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

(b) Award Criteria

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

(c) KoTDA's Right to Vary Quantities of Solution components

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

(d) KoTDA's Right to Accept or Reject Any or All Tenders

2.27.6 KoTDA 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 KoTDA's action.

2.28**Notification of Award**

- 2.28.1 Prior to the expiration of the period of tender validity, KoTDA will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.29**Signing of Contract**

- 2.29.1 At the same time as KoTDA notifies the successful tenderer that its tender has been accepted, KoTDA will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KoTDA.

2.30**Performance Security**

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from KoTDA, 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 KoTDA.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KoTDA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31**Corrupt or Fraudulent Practices**

- 2.31.1 KoTDA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Konza Technopolis Development Authority, and includes collusive practice among tenderer (prior to or after tender submission) designed to

establish tender prices at artificial non-competitive levels and to deprive Konza Technopolis Development Authority of the benefits of free and open competition;

- 2.31.2 Konza Technopolis Development Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<p>The tender is open to qualified firms for Supply, Installation & Commissioning of servers, Business Continuity, Disaster, Recovery, Power Backup and ICT Accessories for Konza Technopolis Development Authority.</p> <p>Tenderers are required to clearly state their eligibility for this tender including submission of signed agreement documents e.g. sub-contracting, joint-venture, partnership, e.t.c.</p>
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.3.2	The bid document shall be free of charge.
2.10.4	Bid Validity Period is 120 days from Wednesday, 22nd February, 2017.
2.13.3	The technical specifications are given in the Solution requirements section
2.14.1	Tenders must be accompanied with a Tender Security in the form of Cash Deposit, Bank Guarantee or a Letter of credit of Kshs. 150,000
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on a one-envelope bid system.
2.18.1	<p>Time, date, and place for bid opening are: 12:00 hours, local time, on Wednesday, 22nd February, 2017.</p> <p>Place: 5th Floor, Capital West Business Center.</p> <p>City: Nairobi</p> <p>Country: Kenya.</p>
2.20	Opening of tender documents will be done in public at the time of closing the tender.
2.22	<p>Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>

2.24

The Criteria for the evaluation of Technical and Financial Proposals are as follows:

(I) Technical Evaluation

This will be based on the technical proposal submitted in accordance to the forms provided and the following criteria shall be used:-

Total Technical Score : 100 Marks

Desk Evaluation

Item	Marks
Technical Capacity – Company & Personnel	40
Functional Requirements	50
Service Level Agreement (SLA)/Support Requirements	5
Training and Skills Transfer	5
Total	100

Bids that score equal or above 75% in the Technical evaluation stage will proceed to Financial evaluation stage. Bids that score less than 75% shall be treated as nonresponsive and will not be further evaluated.

(II) Financial Evaluation

The responsive and technically qualified bids that will have scored 75% and above will proceed to Financial evaluation. The lowest quoted and most qualified, responsive bid shall be considered the best and consequently the bidder declared the winner.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III

- GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated: -
- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, Including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
 - (c) “The Goods/Solutions” 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 Konza Technopolis Development Authority (KoTDA), the organization purchasing the Goods under this Contract.
 - (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

- 3.2.1 These General Conditions shall apply in all Contracts made by KoTDA for the procurement, installation and commissioning of solution.

3.3 Country of Origin

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without KoTDA’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 KoTDA in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without KoTDA’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to KoTDA on completion of the Tenderer’s performance under the Contract if so required by KoTDA.

3.6 Patent Rights

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

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to KoTDA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KoTDA 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 KoTDA, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by KoTDA and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

- 3.8.1 KoTDA or its representative shall have the right to inspect and/or to test the goods/solution to confirm their conformity to the Contract specifications. KoTDA shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods'/Solution 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 KoTDA.
- 3.8.3 Should any inspected or tested goods/solutions fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to KoTDA.
- 3.8.4 KoTDA's right to inspect, test and where necessary, reject the goods/solutions after the Goods' or solution's arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods/solutions as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

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

3.11 Insurance

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

- 3.12 Payment**
- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 3.12.2 Payments shall be made promptly by KoTDA as specified in the contract.
- 3.13 Prices**
- 3.13.1 Prices charged by the tenderer for goods and/or solutions delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 3.14 Assignment**
- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with KoTDA's prior written consent.
- 3.15 Subcontracts**
- 3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.
- 3.16 Termination for Default**
- 3.16.1 KoTDA 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/solutions within the periods specified in the Contract, or within any extension thereof granted by KoTDA;
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract;
 - (c) if the tenderer, in the judgment of KoTDA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.16.2 In the event KoTDA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods/solutions.
- 3.17 Liquidated Damages**
- 3.17 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.
- 3.18 Resolution of Disputes**
- 3.18.1 KoTDA and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
4.2.1	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya during the implementation period and shall constitute 10% of the contract cost. (THIS SECTION IS NOT APPLICABLE FOR THIS TENDER)
4.2.2	Packaging The tenderer shall provide such packing of the Goods/solution components as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. All packages must be cleared labeled with description of contents and quantities.
4.2.3	Delivery The Unified Communications Solution shall be supplied, delivered, installed, implemented and commissioned at KoTDA headquarters in Capital West Business Center, Westlands, Nairobi and future alternate site for redundancy as shall be specified by KoTDA.
4.2.4	Payment Terms Konza Technopolis Development Authority (KoTDA) payment terms is that payment shall be made within thirty (30) days from the date of completion of the related milestone as contracted. However, KoTDA may negotiate mutually acceptable payment terms with the successful tenderer.
4.2.5	Prices Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
4.2.6	Liquidated Damages If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of sixty (60) days. No deliveries shall be accepted after the agreed date in which case the LSO and contract will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, "days" means working days.

4.2.7	Resolutions of Disputes Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. <i>The place of arbitration shall be Nairobi.</i> The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
4.2.8	The language of all correspondence and documents related to the bid is: English . Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

SECTION V

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TECHNICAL SPECIFICATIONS

5.1	General
5.1.1	The specifications describe the requirements for Supply, Installation & Commissioning of servers, Business Continuity, Disaster, Recovery, Power Backup and ICT Accessories for Konza Technopolis Development Authority.
5.1.2	The tenderers are requested to present information along with their offers to conform to all legal, commercial, technical and financial requirements for this tender.
5.2	Particulars
5.2.1	About KoTDA
	<p>Konza Techno City is envisioned to be a sustainable, world-class technology hub and a major economic driver for Kenya, with a vibrant mix of businesses, workers, residents, and urban amenities. The city will create high value jobs, boost the country's GDP by focusing on R&D and Entrepreneurship in Science Technology Innovation (STI) sector. This will position Kenya as a global center for innovation and Africa's technology hub.</p> <p>Konza aims to attract Research, Education and Commercial partners in ITES, Life Sciences and Engineering. Increased innovation will lead to an increase in patenting, increased quality will produce relevant skilled workforce for industries. The City will attract investors and build programs aimed at commercializing the products of research. It will provide a good innovation ecosystem to educate new and existing tech entrepreneurs and for Multinational Companies entering Africa to consider setting their offices/branches.</p> <p>Konza will be a '<i>smart city</i>' with highly advanced overall infrastructure, sustainable developments, communication networks and market viability. The city features world-class civic and commercial architecture including the Regional Innovation Hub; high quality Technology University; Smart Schools; Research Labs; Recreational Facilities (Sports Stadium, Film and Media Centre), Hospitality (Hotels and Convention Centers), Smart City Solutions (Smart Traffic, Smart Parking, Smart Governance e.t.c) and world-class infrastructure.</p> <p>The implementation of Phase 1 (2014 – 2020+) is already in progress. The Master Plan of this Phase begun on a 400-acre piece of land and is expected to attract 30,000 residents, 7,500 knowledge workers, and 16,700 other workers on its completion. Konza based on successful models such as Research Triangle, Silicon Valley e.t.c will bring a real transformation of Kenya towards knowledge and technology economy.</p> <p>OBJECTIVES OF PHASE 1</p> <ul style="list-style-type: none"> ✓ To Create 17,000+ jobs in BPO-ITES. ✓ To contribute an estimated USD 1B to the country's GDP (approx. 2% at completion of the Phase). ✓ To provide world class infrastructure and technology. ✓ To Enhance local R&D, Entrepreneurship and innovation <p>KEY MILESTONES</p> <ul style="list-style-type: none"> ✓ Provision of Initial backbone infrastructure (Power, Water, Phase 1 access roads, Fiber e.t.c) ✓ Phase 1 Master plan and Local Physical Development Plan (LPDP) Approved. ✓ Master plan developed. ✓ Approval of Strategic Environmental Assessment (SEAs) Report by NEMA. ✓ Phase 1 Cadastral Survey completed ✓ Completion of priority development guidelines and standards ✓ 60 acres (Phase 1 A) constituting 24 parcels ready to be taken by investors. ✓ Request for EOI for private Secondary and Primary schools closed on December 2015 ✓ The construction of the Konza Complex (Office for KoTDA), designed to be a mixed use building started in March 2016. ✓ MoUs signed with Key Stakeholders

	<p>WORKPLAN 2015- 2017</p> <table border="0"> <tr> <td>✓ Phase 1 Streetscape</td> <td>November 2015</td> <td>December 2016</td> </tr> <tr> <td>✓ Booster Pump Facility</td> <td>June 2015</td> <td>April 2016</td> </tr> <tr> <td>✓ Water Treatment Facility</td> <td>December 2015</td> <td>August 2016</td> </tr> <tr> <td>✓ Waste Water Treatment</td> <td>November 2015</td> <td>February 2017</td> </tr> <tr> <td>✓ Offsite Electrical</td> <td>September 2015</td> <td>February 2016</td> </tr> <tr> <td>✓ Offsite ICT</td> <td>August 2015</td> <td>February 2016</td> </tr> <tr> <td>✓ Perimeter Security/Entrance Feature</td> <td>February 2016</td> <td>February 2017</td> </tr> <tr> <td>✓ Construction of Worker Housing</td> <td>April 2016</td> <td>April 2017</td> </tr> <tr> <td>✓ Commercial Building (3 slots)</td> <td>April 2016</td> <td>December 2017</td> </tr> <tr> <td>✓ Residential Units</td> <td>April 2016</td> <td>July 2017</td> </tr> <tr> <td>✓ Model Schools</td> <td>April 2016</td> <td>September 2017</td> </tr> <tr> <td>✓ Model Hospital</td> <td>April 2016</td> <td>September 2017</td> </tr> <tr> <td>✓ Data Center</td> <td>April 2016</td> <td>July 2017</td> </tr> <tr> <td>✓ Konza Complex and Police Station</td> <td>October 2015</td> <td>February 2017</td> </tr> </table> <p>2.0 Organization The KoTDA Management is organized into six major departments for efficient and effective service delivery.</p> <ol style="list-style-type: none"> 1. Management Services (ICT) 2. Human Resource and Administration 3. Procurement 4. Finance and Accounting 5. Infrastructure Development 6. Business Development 	✓ Phase 1 Streetscape	November 2015	December 2016	✓ Booster Pump Facility	June 2015	April 2016	✓ Water Treatment Facility	December 2015	August 2016	✓ Waste Water Treatment	November 2015	February 2017	✓ Offsite Electrical	September 2015	February 2016	✓ Offsite ICT	August 2015	February 2016	✓ Perimeter Security/Entrance Feature	February 2016	February 2017	✓ Construction of Worker Housing	April 2016	April 2017	✓ Commercial Building (3 slots)	April 2016	December 2017	✓ Residential Units	April 2016	July 2017	✓ Model Schools	April 2016	September 2017	✓ Model Hospital	April 2016	September 2017	✓ Data Center	April 2016	July 2017	✓ Konza Complex and Police Station	October 2015	February 2017
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5.2.2	Problem Statement																																										
	<ol style="list-style-type: none"> i. There are no servers that KoTDA can use to run/store applications like ERP. ii. There are no applications for mapping different computers as a safety measure. iii. There is no security apparatus for KoTDA hardware and software iv. There is no power back-up preparedness at KoTDA office v. There is no applications that can manage, and migrate virtual machines 																																										
5.2.3	Objective of the Tender																																										
	The objective of this tender is to get a comprehensive hardware infrastructure that will support KoTDA intended applications i.e. ERP, and any other future solution (s). The solution should allow the authority better consolidate hardware, software and staffing resources, streamlines day-to-day administration, and deliver high end ICT infrastructure functionality.																																										
5.3	Technical Requirement																																										
5.3.1	Technical response																																										
	Bidders shall provide detailed responses to demonstrate how their proposed solution will achieve each of the functional capabilities for all the Technical Requirements. Failure to conform to these conditions will render the bid being treated as non-responsive. Simple statements such as “yes”, “no”, “comply” or any other similar statements will not be considered as a substantial response.																																										
5.3.2	Scope, Duration and Deliverables of Work																																										
	<p><u>The scope of work includes:-</u></p> <ol style="list-style-type: none"> i. The Supply, Installation, Configuration, Documentation of Servers, Storage, Networking Equipment and Power backup as per the technical specifications. ii. Setup of necessary IT security measures for the entire solution. iii. Supply and installation/setup of the appropriate software, licenses and kits. iv. Work with KoTDA’s Internet Service Provider and Voice/E1/SIP service provider to configure the system 																																										

	<ul style="list-style-type: none"> v. Training of users: End users (at least 3 in number) and Administrators (3 Nos.) vi. Provision of warranty after successful commissioning (go-live) of system. vii. Preparation and timely submission of project reports. <p><u>The Duration of work:</u></p> <p>It is envisaged that the entire implementation duration will be a maximum of 1 month. However, bidders are encouraged to propose a lesser duration as may be practically possible while meeting all the requirements of the Terms of Reference.</p> <p>The project implementation duration does not include the warranty period, which period will commence immediately after commissioning the system, for a period of one (1) year for both hardware and software.</p> <p><u>Deliverables</u></p> <p>The deliverable from this tender will be a Fully functional server, storage and networking solution integrating the best in breeds of all technologies from virtualization both the hardware and application level, to high availability from server, virtualization and application level on a resilient storage platform. An efficient, effective and flexible network design to support the server virtualization and storage solution integrated in a secure environment. Others:</p> <ul style="list-style-type: none"> i. System and User manuals ii. Final project report iii. Training report iv. Warranty of 1 year for both hardware and software v. Warranty Reports
5.3.3	Proposed Implementation Approach and Work Plan
	<p>Bidders are required to describe their technical approach and Workplan to deliver this assignment, to realize the expected output. The project shall be implemented over duration of 1 month. In this regard, Bidders are required to propose the main activities of the assignment, their content and duration, interrelations, milestones (including interim approvals by the Client), and delivery dates. Further, Bidders should provide costs of implementing each module and their recommended priority order of implementation, taking into account the following KoTDA's priority areas: servers, Virtualization, storage, backup and training. The priority order of implementation will however be agreed upon between the successful Bidder and the Authority.</p>
5.4	Bidder's Qualification Criteria (MANDATORY REQUIREMENTS)
	<ol style="list-style-type: none"> 1. Tender Security of Kshs. 150,000 2. Confidential Business Questionnaire 3. Power of Attorney (In case of a Joint Venture) 4. Certificate of Incorporation 5. VALID Tax Compliance Certificate 6. Manufacturer's Authorization Form. 7. Proof of local presence and capacity in Kenya 8. Audited Financial accounts for the past three years (2013, 2014 and 2015) 9. AGPO Certificate is an added advantage
5.5	Place of Execution
	Place of Execution shall be at the KoTDA offices on 5 th Capital West Business Centre, Lantana Road, Westlands, Nairobi, Kenya.

6.0 COMPLIANCE MATRIX SCORES

The compliance matrix scores are given as follows:

Item	Marks
Technical Capacity – Company & Personnel	40
Functional Requirements	50
Service Level Agreement (SLA)/Support Requirements	5
Training and Skills Transfer	5
Total	100

SECTION A: SCOPE AND IMPLEMENTATION APPROACH – 40 Marks

Description of Criteria	Maximum Score
<p>Company Profile</p> <ul style="list-style-type: none"> • Reference from clients relevant to this project (at least three and include a brief of work done or services rendered, value of contracts, and contact person phone number and email addresses). • The bidder MUST have successfully supplied, deployed and commissioned at least five (5) other large projects involving Virtualization, SAN, Networking, BCP/DR technologies in large enterprises. Of these 5 references, 3 must be from government institutions. • The bidder MUST provide a partnership letter showing their level of partnership with the manufacturer of their proposed solutions for virtualization, storage, cloud and cloud DRaaS as well as other leading BCP/DR technology partnerships. • Bidders are required to provide a MAF forms from the Vendors of their proposed virtualization, storage, cloud and cloud DRaaS solutions. 	20
<p>Managerial and Key Personnel Competency Profiles</p> <ul style="list-style-type: none"> ▪ Organization of the implementation team • The vendor MUST have the following engineer certificates: <ul style="list-style-type: none"> ❖ At least (3) certified engineers in the Virtualization solution they are providing at the professional level of certification e.g. VCP ❖ At least one cloud vRealize technologies certified engineer e.g. VRealize automation, VRealize ops mngt, VRealize Business etc. ❖ At least one storage implementation/ administration accredited engineer e.g. NCIE, NCDA, EMC ISM etc. ❖ At least one engineer possessing certificates depicting the necessary level of expertise to correctly design, deploy, configure, administrate and optimize a cloud backup and DRaaS environment e.g. VMCE, VMCE advanced etc. • Additionally, the bidder must attach the CVs of above and with respective engineer certificates. The CVs should provide at least 3 projects undertaken under each category. 	20
Total Score	40

SECTION B. FUNCTIONAL REQUIREMENTS – 50 Marks

Bidders shall give a detailed response to demonstrate how their proposed solution will meet the functional requirements under the respective functions listed in the compliance matrix below. Bidders should therefore provide exhaustive details including architecture, brand names of equipment, specifications, model numbers and the features of their proposed solution, in such a way as to ensure that the proposed solution fulfils KoTDA’s requirements of Supply, Installation & Commissioning of servers, Business Continuity, Disaster, Recovery, Power Backup and ICT Accessories for Konza Technopolis Development Authority.

FUNCTIONAL REQUIREMENTS COMPLIANCE MATRIX

The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to each Requirement. In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s), page number(s), and paragraph(s). The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist, this does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid.

Include the following table in the bid document. Briefly describe in the appropriate column (**Bidder’s Response/comments**) if your firm’s solution satisfies the functional requirement. Also indicate if you have any additional comments about a particular requirement, which should be documented in the same comments section. In addition to completing the table, the Bidder **MUST** provide a more comprehensive description of the proposed solution including specific hardware and software brands, versions and models.

TECHNICAL SPECIFICATIONS

The Konza Technopolis Development Authority (**KoTDA**) would like to request proposals for the implementation of a BCP/DR plan intended to increase the datacenter capacity, performance, data protection and efficiency as well as have support for various types of workloads that are currently running in the environment. The solution should provision high availability to ensure no single points of failure in the whole design.

SOLUTION REQUIREMENTS

Part ONE: The proposed solution should meet the following minimum requirements;

<u>NO</u>	<u>ITEM</u>	<u>REQUIREMENT</u>	<u>MANDATORY/ PREFERRED</u>
TECHNICAL SPECIFICATION FOR SERVER VIRTUALIZATION SOFTWARE			
1.	Products performance and market strength	<p>The product MUST be in the leader’s quadrant in Gartner's Magic Quadrant for x86 Server Virtualization Infrastructure.</p> <p>The Virtualization platform must have over 10 years in active production environments</p> <p>The Virtualization software must be based on a Unix platform for stability purposes.</p> <p>The Hypervisor must not occupy a footprint of beyond 200MB</p>	
2.	Virtualization Software	The license proposed must be able to support seamless migration of virtual machine workload from any storage platform to another.	

3.	Operating System & Clustering Support	The storage array shall support industry-leading Operating System platforms including: Windows Server 2008, Windows 2012, VMware, Sun Solaris, IBM-AIX, OpenVMS, FreeBSD and Unix etc.	
4.	VM Migration support	The virtualization solution must support LIVE virtual machine migration.	
5.	Replication	The solution must support replication of virtual machine in live state between different hardware platforms.	
6.	Support and administration	The bidder must ensure that the solution supports desktop clients, web clients and mobile clients access to the hypervisor for administration and management. The solution should also support role-based administration	
7.	Data Protection	The solution MUST Protect data through fast agent-less backups to disk, with de-duplication to minimize use of backup disk space.	
8.	Live Resource Expansion	The solution must support Hot-adding resources to applications VMs e.g. vCPU, vRAM Hot-plug/extend virtual disk, NICs etc.	
9.	HA	The solution must provide high availability for applications running in virtual machines if a hardware or operating system failure occurs by automatically restarting the affected virtual machines on other production servers with spare capacity.	
10.	Zero downtime, zero data loss continuous availability	The solution should automatically trigger the creation of a new secondary virtual machine after failover and automatically trigger the creation of a new secondary virtual machine after failover, to ensure continuous protection to the application	
11.	Thin Provisioning	The virtualization solution must support dynamic allocation of shared storage capacity, enabling KoTDA to implement a tiered storage strategy while reducing upfront storage spending.	
12.	Server Management	The virtualization solution should provide central management of virtualized host environments - VM monitoring, management and general administration	
13.	Qty of virtualization licenses	KoTDA intends to virtualize 2 physical servers each with 2 processors in PR site. Bidders should include licenses for all the CPUs.	
14.	Warranty and Support for the virtualization Solutions	The bidder MUST provide one (1) year support and manufacturer's warranty for the virtualization solutions. Support should be from Original OEM.	
15.	Migration of Physical Servers to the Virtual Environment	The bidder is required to provide costing for the migration of workloads to the virtual infrastructure.	

PART TWO: TECHNICAL SPECIFICATION FOR SAN STORAGE SYSTEMS

		UNIFIED STORAGE REQUIREMENTS	Bidder's Response
1.	OS Support	The storage array should support industry-leading Operating System platforms & clustering including: <i>WindowsServer2008, WindowsServer2012, VMware, Sun Solaris, HP-UX, OpenVMS and IBM- AIX etc.</i> Mandatory	
2.	Configured Capacity	Unified storage system with the following capacity on Primary site: <ul style="list-style-type: none"> • dual controllers for High availability with 24X900 GB SAS disks And; (Show your calculation for the usable capacity) Mandatory	
3.	Storage Controllers	Ability to offer 2 active-active controllers which shall be true active-active in a single system. Mandatory	
4.	Redundancy	Offered Storage Array shall be configured in a No SPOF configuration including Array Controller cards, Cache memory, FAN, Power supply etc. Mandatory	
5.	Storage System Scalability	The offered storage array must be able to scale to over 1 petabyte maximum capacity for PR site and capable of scale up and out node configurations to avoid fork lift upgrades when KoTDA outgrows the first storage. Explain. Mandatory	
6.	Maximum drives -	The offered storage systems should be able to scale up to 144 drives in a single system for PR Site. Mandatory.	
7.	Flash pool	The offered storage systems should be capable of supporting up to 16TB maximum flash pool on a single systems and up to 64TB flash pool capacity for scale out configurations using 4 nodes. Mandatory	
8.	Array Cache	The storage array should have a minimum of 40 GB Cache in a single system. The cache must support both reads and writes. This will be for supporting spikes from the KoTDA's applications during peak periods. Mandatory	
9.	Ports	Offered Storage shall have minimum of 4 Fiber channel host ports running at 8Gbps and 4 X 10G ports for a switchless storage cluster. This should be distributed as a dual CNA board port pair on each controller as KOTDA will expect to be able to connect the storage to the virtual environment via a SAN switch network with multipath I/O streams to a redundant SAN switch network from each storage processor. Mandatory	
10.	FC Connectivity	FC connectivity is required on primary site. Bidders will be required to supply: <ul style="list-style-type: none"> • 6 Multimode LC/LC fiber cables for connecting to the server environment. This is a mandatory requirement. Mandatory	
11.	Back End connectivit	Offered storage shall have minimum of 4 SAS lanes in the back-end for disk connectivity running at 6Gbps speed.	

12.	RAID Support	The RAID configuration on the storage should have the ability to support both dual parity and triple parity raid configs. Mandatory (Show documentation) Mandatory	
13.	Disks Support and capabilities	The storage arrays should support 600 / 900 GB /1.2, 1.8 TB hot-pluggable Enterprise SAS, Minimum 400GB ,800 GB,1.6TB, 3.84TB Solid State drives and 2TB / 3TB / 4TB, 6TB, 8TB SATA drives. Mandatory	
14.	Hot Spares	The proposed storage must support global hot spares such that the hot spare can participate in any raid group/pool. Mandatory	
15.	Management Software	Storage subsystem shall be supplied and installed with OnCommand Sys Manager, OnCommand unified manager software. Mandatory	
16.	Information Protection	In case of power failure, storage subsystem shall have de-staged mode so that un-committed information can be protected. Mandatory	
17.	Thin Capabilities	Offered storage array shall be supplied with Thin provisioning and shall support Thin Re-claim (Zero Page reclaim). Mandatory	
18.	Storage Efficiency	Offered storage array shall be tightly integrated with the proposed virtualization solution environment. Explain. Mandatory	
19.	Snapshots Efficient	Offered Storage shall have support to make the snapshot and full copy (Clone) on the thin volumes if original volume is created on thick or vice-versa. Mandatory	
20.	Snapshots	The storage array should support space efficient snapshots. Mandatory	
21.	Same storage OS platform	The proposed storage must have a single standardized operating system running in the entry level, mid-level and high level storage systems to ensure that no teething, retraining costs or unreasonable upgrade costs are faced in future during storage upgrades. Explain. Mandatory.	
22.	Supplied software	Storage must come with the following features enabled: Compression, Deduplication, Snapshots and restore, Cloning software and Thin Provisioning. Mandatory	
23.	Non-Disruptive Upgrades	Offered storage shall support non-disruptive online firmware upgrade for both Controllers and disk drives. Mandatory	
24.	QOS Support	Offered Storage array shall support quality of services so that required performance (IOPS) or bandwidth or both can be “Guaranteed” into the environment. Mandatory	
25.	Online Migration	Offered storage shall support dynamic migration of Volumes from on Raid group or pool to another while keeping the application online. Mandatory	
26.	Data Tiering	For effective data tiering, Storage subsystem shall support automatically Policy based Sub-Lun Data Migration from one Set of drive Tier to another set of drive tier to ensure applications that require more IOPS are easily promoted to faster disks with absolutely no data migration taking place. Mandatory	
27.	Replication	The storage array should support storage-level data replication at the array controller level and all required software for storage to storage replication must be supplied (Premium bundle software). This is a MANDATORY Requirement.	

28.	Warranty	The storage should come with three years hardware warranty with Next business day parts replacement. Mandatory	
29.	Installation Scope, User training, documentation.	Bidders will be required to perform: <ul style="list-style-type: none"> • The installation of all supplied systems • Migration of current workloads to new infrastructure. • Knowledge transfer to KOTDA's IT staff. Mandatory 	
30.	Bidders Ongoing support and maintenance support	Bidders are required to propose an annual service level maintenance contract for supporting the BCP/DR solution and to be able to offer KoTDA onsite support for the solutions deployed within acceptable time limits. Bidders should be easily reachable on phone/Email and should be able to assure KoTDA of acceptable service levels on response times and incident priorities. Mandatory	

PART FOUR: TECHNICAL SPECIFICATION FOR RACK SERVERS - Quantity 2 Nos.

	Item	Description of Minimum Requirement	Bidder Response /Remarks
1.	Processor	Intel® Xeon® E5-2650 v3 product family. 2 processors each 10 cores and 25MB L3 Cache	
2.	Minimum internal drives	At least 2X300GB SAS drives	
3.	Memory	Minimum required 128 GB of high performance DDR4 memory per server.	
4.	Memory DIMMS	Minimum 24 DIMM Slots	
5.	Network card	4 port NICs with support for 1/10Gb/s	
6.	HBA Card	Dual port 8gb/s FC card QLogic or Emulex per server	
7.	PCIE slots	At least 4 PCI slots for future expansion	
8.	USB/external DVD DROM	At least 2 USB slots and CD/DVD DROM drive	
9.	Power supply	At least 2 hot swappable power supplies for redundancy	

10.	FANS	At least two high efficiency fans	
11.	Warranty	Three years warranty and parts replacement	

PART FIVE: TECHNICAL SPECIFICATION FOR SECURITY APPLIANCE

The solution should offer the following functionality with ability to support up to 40 users with an integrated license in a single appliance:

Description	Bidders' Response
<ul style="list-style-type: none"> • Firewall, • IPSEC-VPN, • Mobile Access • SSL VPN • Anti-Spyware • P2P blocking • Intrusion Prevention • File Blocking • Application Control • URL Filtering • E-Mail Filtering. 	
<ul style="list-style-type: none"> • Single Pane Of Glass For Management & Reporting • Bandwidth Utilization Management And Quality of Service (QoS) • Integration With AD • Multi-Factor Authentication Engine • ISP Links Load Balancing And Failover • High Availability • Stateful Packet Inspection • Intrusion Prevention System • Application Control • VPN • Content Filtering • Support for virtualized environments, both virtual domains and virtual appliances • Anti-Virus/Anti-Spam Protection • Endpoints Control 	

<ul style="list-style-type: none"> Advanced Persistent Threats (APT) & protections against polymorphic Attacks Use of purpose-built, high-speed custom processors (ASICs) 	
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PART SIX: INTERFACES AND MODULES

ITEM	ITEM DESCRIPTION	COMPLIANCE (F,P,C)	Bidder Response / Remarks
Bidders must include FortiCloud subscription for analysis and 1 year log retention	1 year log retention		
GE RJ45 Interfaces	7		
Firewall Throughput (1518/512/64 byte UDP)	2.5 Gbps		
Concurrent Sessions	1.8 Million		
Firewall Policies	5,000		
Concurrent SSL-VPN Users	80		
NGFW Throughput	220Mbps		
Threat Protection Throughput	160 Mbps		
IPS Throughput (HTTP / Enterprise Mix)	800 / 270 Mbps		
IPsec VPN Throughput (512 byte packets)	200 Mbps		
High Availability Configurations	Active-Active, Active-Passive, Clustering		
CERTIFICATIONS			
Compliance	FCC Part 15 Class A, C-Tick, VCCI, CE, UL/cUL, CB		
Mandatory Certifications	ICSA Labs: Firewall, IPsec, IPS, Antivirus, SSL-VPN		
Cloud-based management console. Mandatory requirement.	Bidders are required to also provide a cloud-based management console for centralized management of the proposed firewall and for long term log retention in the cloud (1 year log retention license required)		

PART SEVEN: DATACENTER FACILITY WORKS

The bidder shall conduct a **MANDATORY** site survey in order to supply and install all accessories essential to the completion of the works to the satisfaction of KoTDA. The installation will be done at the Head Office and with the DR site being at a remote facility to be proposed by the bidder. Bidders are required to visit the

site to ascertain measurements and specifications

The scope of works includes the following:

- Network redesign and Cable management.
- UPS, Electrical works and clean power deployment

ITEM	SPECIFICATIONS	BIDDER RESPONSE
Electrical works	Electrical - Supply, install and commissioning of the following:- 10.5 KVA 3 Phase in 3 Phase out UPS system with an Input voltage swing of 332 Vac to 498Vac. Nominal 415ac Kva Voltage stabilizer, 4 Way DB c/w the necessary TPN, Isolators, miniature circuit breaker (MCBs) and the necessary cabling to complete the works.	
Clean Power -	Supply and install On-line 10 KVA UPS, c/w paralleling accessories, battery unit auto detect frequency 230 50Hz, ect. c/w the necessary cabling and terminations.	
DC Cabling works	Cable management, retermination in the cabinet, labeling and testing, 1U cable managers, flexible conduits, Trunking as necessary, CAT 6E cables and CAT 6 modules for extending and terminating shorter cables to make the work neat as necessary.	
Rack server cabinet and all accessories	Bidders are required to provide a factory made 42RU server rack with 2 power distribution units, cabinet cooling and detachable doors.	
Rack mountable LCD monitor and keyboard (Quantity 1 Nos)	17", Retractable LCD Monitor and keyboard (with trackball/touchpad, with fixed slide rails to prevent drawer movement, moulded front panel and two point lock, USB input	

PART EIGHT: CLOUD DR AS A SERVICE

Bidders are also required to provide Cloud DR as a Service for KoTDA to enable frequent DR testing, per VM or site-wide failover and fall back services at no additional costs to the organization.

	ITEM	SPECIFICATIONS	BIDDER RESPONSE
1.	Fiber link required from KoTDA HQ to bidders site.	Bandwidth: 5 Mbps link Speed, dedicated fiber link.	
2.	Internet link	5Mbps internet Link required at bidders site for applications failover.	

3.	Cloud Storage	The bidders cloud storage should be able to seamlessly integrate with the proposed SAN array for PR site environment to enable storage based Sync/Async replication for lowest possible RTOs/RPOs.	
4.	VM Price Plans	The VM application will be KoTDA ERP (NAV 2016), Active Directory, Exchange and SharePoint. Bidders will cost on a monthly basis for purposes of this evaluation. It will be determined on need basis	
5.	Cloud storage Required	KoTDA requires at least 5TB storage initially provisioned to be used for storing replicated backup and application volume backup snapshots as per KoTDA's required RTOs/RPOs. Bidders to provide costing for this	
6.	Cloud Public IPs	The bidders should provide at least 5 public IPs initially for access to KoTDAs applications during DR tests and Failover scenarios. These should be in the /29 IP range. The public IPs should intern be mapped to a pool of secure private IPs for inter VM communications.	
7.	Cloud Active directory services	Bidders are required to setup AD/DNS replication between KoTDA HQ and the cloud environment to enable always for quicker failover of active directory dependent services.	

PART NINE: ANNUAL SUPPORT AND MAINTENANCE

Bidders are required to provide costing for an annual support and maintenance agreement that will kick in immediately after Project implementation sign off. The scope of this agreement should include:

ITEM	Description	Bidder's Response
Annual support and Maintenance	The datacenter infrastructure components provided for PR site	
	Ongoing in-house training and knowledge transfer.	
	The agreement should depict: <ul style="list-style-type: none"> • Bidders helpdesk facilities • avenues of support provided to KoTDA • bidder's service levels • Target resolution times for various incidents • Escalation Procedures 	

C. SERVICE LEVEL AGREEMENT (SLA) AND SUPPORT REQUIREMENTS – 5 Marks

The bidder shall provide an SLA proposal addressing the following requirements

1.1 Service Level Requirements/Targets

1. Short Description and Scope of Service
2. Definition of terms
3. Users of the IT Service – *(Users are defined from the functional areas covered by the*

scope)

4. Breakdown of the Services offered or Service components
5. Warranty of at least one year - period, terms i.e. what is included and what is not included during the warranty period (**labour or service**)
6. Support and maintenance after commissioning – period, terms, licensing requirements – **For 1 year (Bidders to cost for pay as you go support in financial proposal)**
7. Quality of Service terms
 1. Service times
 2. Security requirements and compliance
 3. Availability targets and commitments
 - a) Conditions under which the service is considered to be unavailable (e.g. if the service is offered at several locations)
 - b) Availability targets (exact definition of how the agreed availability levels will be calculated, based on agreed service time and downtime)
 - c) Reliability targets Mean Time Between Failures (MTBF) or Mean Time Between Service Incidents (MTBSI) optional
 - d) Maintainability targets Mean Time to Restore Service (MTRS) whenever there is an incident
 - e) Down times for maintenance (number of allowed down times, pre-notification periods) – **provide draft proposal**
 - f) Restrictions on maintenance, e.g. allowed maintenance windows, seasonal restrictions on maintenance, and procedures to announce planned service interruptions, need to agree on suitable schedule with minimal service disruptions.
 - g) Definitions of incidents priority (Critical, High, Medium, Low and Scheduled) including procedures to announce unplanned service interruptions - **provide draft proposal**
 - h) Service performance reporting and reviews meetings - **provide draft proposal**
4. Capacity/ performance targets and commitments - **provide draft proposal**
 - i. Required capacity (lower/upper limit) for the service, e.g.
 - a) Numbers and types of transactions
 - b) Numbers and types of users
 - c) Business cycles (daily, weekly) and seasonal variations e.g. on due dates, end months etc
 - ii. Required Response times from applications
 - iii. Incident Response and resolution times to requests by client for support

Priority	Definition	Response time	Resolution Time
Priority 1 ~ Critical Impact	Service Down (all work stops).	Response Immediate	2 hours.
Priority 2 ~ High Impact	Group Inoperative (Group work stops) e.g.	within 30 minutes	4 hours.
Localized Disruption	access to multiple locations	minutes	
Priority 3 ~ Moderate Impact	Individual work is stopped	within 2 hours	6 hours.
Priority 4 ~ Minimal Impact	(Work can continue) e.g. Software functionality problems	within 4 hours	12 hours.

Priority 5~ Scheduled Process	Individual Configuration (work can continue) e.g. Software upgrades, scheduled computer replacements/relocations/new installations*. IT equipment	within 1 day	48 hours.
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- iv. Requirements for scalability (assumptions for the medium and long-term increase in workload and service utilization)
 - v. Requirements regarding capacity and performance reporting
5. Service Continuity commitments (availability of the service in the event of a disaster)
- a) Time within which a defined level of service must be re-established
 - b) Time within which normal service levels must be restored

2.1 SLAs Components: Services and Management.

Service elements to include as a minimum:

- Specifics of principal services provided (and what's excluded, if there's room for doubt),
- Conditions of service availability,
- Service/quality standards with turnaround times for delivery
- Legal or other regulations that must be complied with
- Standards such as time window for each level of service (prime time and non-prime time may have different service levels, for example),
- Roles/responsibilities of each party and contact details,
- Escalation procedures,
- Service credits/penalties?
- And cost/service tradeoffs.

Management elements should include as a minimum:

- Definitions of measurement standards and methods - how service will be measured, monitored and evaluated for service performance – quantitatively and qualitatively
- Reporting process - how to communicate/report performance – what are the KPIS/outcomes or impacts
- Contents and frequency,
- a dispute resolution process - how to handle complains or conflict issues
- An indemnification clause protecting the customer from third-party litigation resulting from service level breaches (this should already be covered in the contract, however),
- Use problem resolution clauses in a multivendor environment to protect KoTDA (is primary vendor responsible?)
- Review meetings – frequency, reports?
- A mechanism for reviewing/updating the agreement as required.

D. TRAINING AND SKILLS TRANSFER – 5 Marks

Item No.	Feature	Requirements	Bidder's Response
1.	Technical Skills Assessment	The bidder is expected to conduct a needs assessment for the technical skills required to successfully implement and sustain the Unified Communication solution	
2.	Methods of Training and Skill Transfer	The bidder is expected to demonstrate methods of training and skills transfer that will ensure that KoTDA has enough internal capacity to maintain and use of servers, Business Continuity, Disaster, Recovery and Power Backup.	
3.	Training end users including trainers	The bidder is expected to provide training for at least 3 end users.	
4.	IT Technical Training	The bidder is expected to provide technical training to at least 3 IT technical users on the servers, Business Continuity, Disaster, Recovery and Power Backup to manage and maintain the hardware and software.	
5.	Training Materials	The bidder is expected to provide the trainees with training material both soft and hard copies.	

SECTION VI - SCHEDULE OF REQUIREMENTS

(a) **Procurement Item**

No.	Description	Quantity	Delivery schedule (shipment) In Weeks/months from
1	Supply, Delivery, Installation, implementation and Commissioning of a Servers, Business Continuity, Disaster, Recovery and Power Backup	LOT	Project should begin 2 weeks after issuance of LPO/Letter of Award

(b) **Instructions on Submission of Bids**

(i) The Tenderer must submit a one-envelope bid in the following format:

TECHNICAL AND FINANCIAL PROPOSAL comprising of the following documents PRESENTED IN THE ORDER GIVEN:

<i>Section</i>	<i>Document</i>
A	Tender Notice/Invitation to Tender
B	Form of Tender and Price Schedules
C	Confirmation of Submission of 1-envelope Bid
D	Tender Security – Kshs 150,000
E	Confidential Business Questionnaire
F	Power of Attorney (if any)
G	Certificate of Incorporation
H	VALID Tax Compliance Certificate
I	Manufacturer’s Authorization Form
J	Partnership status/Certificate
K	Key Staff Competency Profiles
L	Last 3 years Audited Accounts
M	Statement of Qualification/Eligibility and Experience
K	Details of Five Major Clients, three of which must be Government and comparable to KoTDA in terms of size
L	Clause-by-Clause response for the requirements in Section V
M	AGPO Certificate is an added advantage

Presentation of the above documents in any other order will be treated as NON-RESPONSIVE

(ii) **Sealing and Marking of Bids:**

The inner envelopes should be clearly marked as follows:

ORIGINAL TECHNICAL	A	KoTDA/RFP/007/2016-2017
COPY TECHNICAL	B	KoTDA/RFP/007/2016-2017

The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall be addressed to:

**Chief Executive Officer
Konza Technopolis
Development Authority
P.O Box 30519, 00100
Nairobi.**

(c) **Workplan**

The bidder should clearly provide information regarding the implementation Workplan, which the bidder utilizes. This should be framed in terms of the various stages associated with the implementation. In addition, the bidder should identify the tools utilized for maintaining the project schedule and required resources.

(d) **Tender Responsiveness Criteria**

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

	Description of Criteria
1.	Submission of Tender Documents <ul style="list-style-type: none">▪ One envelope –bid▪ Form of Tender▪ Power of Attorney▪ Manufacturer’s authorization▪ Technical Specification matrix▪ Clause by clause description of goods
2.	Company Profile <ul style="list-style-type: none">▪ Attach copy of Registration of Business/Certificate of Incorporation▪ Valid Tax compliance Certificate▪ Duly filled and signed Confidential Business Questionnaire▪ Partnership Certificate▪ Manufacturer’s Letter of Authorization▪ AGPO Certificate is an added advantage
3.	Managerial and Key Personnel Competency Profiles <p>Attach:</p> <ul style="list-style-type: none">▪ Organization structure of the implementation team▪ CVs inclusive of relevant technical experience of key staff in relation to implementation of the proposed solution.
5.	Experience <ul style="list-style-type: none">• Experience in deploying Servers, virtualization, Networking and cloud platforms.• Reference Sites/clients <p>Please refer to the experience checklist in Section 5.4.</p>

6	Financial Resources <ul style="list-style-type: none"> • Audited financial accounts for the past three years
7	Social Obligations Submit certificate of compliance for the following; <ul style="list-style-type: none"> • Valid Tax Compliance Certificate²

(e) **Tender Evaluation Criteria**

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score/Requirements
Tender Responsiveness	Mandatory
Technical Specifications Technical Capacity – Company Technical Capacity – Implementing Personnel Functional Requirements Training and skills transfer Service Level Agreement/Support	100
Total	100

SECTION VII -

PRICE SCHEDULE FOR GOODS

Name of tenderer _____

Tender Number _____

Page _____

of _____

1	2	3	4	5	6	7	8	9
Item	Description	Country Origin	of Quantity	Unit Price	Total Price EXW per item (cols. 4x5)	Taxes and Duties Payable	Unit price of other incidental services payable	Total
Part 1								
Part 2								
Part 3								
Part 4								
Part 5								
Part 6								
Part 7								
Part 8								
Part 9								
Part 10								
	TOTAL							

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

Tender's Signature _____ Official Stamp _____ Date _____

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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

8.1

FORM OF TENDER

Date

Tender No.

To: KONZA TECHNOPOLOIS DEVELOPMENT AUTHORITY, P. O. BOX
30519-00100 NAIROBI, KENYA.

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 a bid by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____



8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General				
1.1	Business Name		
1.2	Location of Business Premises.		
1.3	Plot No.....	Street/Road		
	Postal Address		
	Tel No.	Fax		
		E mail		
1.4	Nature of Business,.....		
1.5	Registration Certificate No.		
1.6	Maximum Value of Business which you can handle at any one time – Kshs.		
1.7	Name of your Bankers	Branch		
			
Part 2 (a) – Sole Proprietor				
2a.1	Your Name in Full	Age		
2a.2	Nationality	Country of Origin		
			
		Citizenship Details		
			
			
Part 2 (b) Partnership				
2b.1	Given details of Partners as follows:			
2b.2	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
	1.....

2.....
.....

3.....
.....
4.....
.....

Part 2 (c) – Registered Company

2c.1 Private or Public
.....
.....

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

2c.3 Given details of all Directors as follows

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....
5.....

Part 3 – Eligibility Status

3.1 Are you related to an Employee, Committee Member or Board Member of KoTDA? Yes _____
No _____

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

3.3 Does an Employee, Committee Member, Board Member of KoTDA sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____

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

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by KoTDA to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation?

Yes _____ No _____

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

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

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____
No _____

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

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

3.9 Have you offered or given anything of value to influence the procurement process? Yes _____
No _____

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

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

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

DateSignature of Candidate

• If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award

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

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM (NOT REQUIRED FOR THIS TENDER)

To Konza Technopolis Development Authority,

WHEREAS [*Name of tenderer*] (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _ [*Reference number of the contract*] dated _ 20 _ to supply [*Description of goods*] (Hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[*Name of bank or financial institution*]

[*Address*]

[*Date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Konza Technopolis Development Authority,

[Name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To Konza Technopolis Development Authority,

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

**Konza Technopolis Development Authority P.O Box 30519-
00100 Nairobi,**

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this Letter of Notification of Award.

**Procurement Manger,
Capital West Business Center, Westlands
Email: procurement@konzacity.go.ke
Cell: +254-204343013/4**

FOR: **Chief Executive Officer**