



TENDER DOCUMENT

FOR

**PROVISION OF ANNUAL MAINTENANCE
SERVICES FOR THE NEW DATA CENTRE
FACILITY AND EQUIPMENT AT USHURU
PENSION TOWER FOR A PERIOD OF TWO (2)
YEARS**

KRA/HQS/NCB-074/2019-2020

**TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 2817022
EMAIL: eprocurement@kra.go.ke
NAIROBI, KENYA.**

**CLOSING DATE: 2ND JUNE, 2020
TIME: 11:00 AM**

TIMES TOWER

CHECKLIST FORM

This form has been provided to help bidders in preparation of their bids ensuring that all the tender mandatory requirements are in place. Bidders are therefore required to tick once they attach or fill/sign the documents that the tender has requested for.

	MANDATORY REQUIREMENTS
1.	Copy of valid Tax Compliance Certificate
2.	Certificate of Registration or Incorporation
3.	Power of Attorney (Sole Proprietors Exempted)
4.	Tender Security of Kshs 200,000.00 valid for 365 days from the date of tender closure.
5.	Letter from the bank indicating that the firm is currently operating an account and the bidder's standing with the bank. (should be within the last 6 months)
6.	Dully filled, signed and stamped Confidential Business Questionnaire
7.	Proof of Certification/ accreditation/ manufacturer's authorization form(Signed)
8.	Duly filled, signed and stamped Form of tender
REMARKS	

TABLE OF CONTENTS

	PAGE
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
Appendix to Instructions to Tenderers	18
SECTION III GENERAL CONDITIONS OF CONTRACT.....	20
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	25
SECTION V SCHEDULE OF REQUIREMENTS	27
SECTION VI DESCRIPTION OF THE SERVICES.....	31
SECTION VII PRICE SCHEDULE FOR PROCUREMENT	48
SECTION VIII STANDARD FORMS.....	50
8.1 FORM OF TENDER.....	51
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	52
8.3 TENDER SECURITY FORM.....	55
8.4 CONTRACT FORM.....	56
8.5 PERFORMANCE SECURITY FORM.....	57
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	58
8.7 MANUFACTURER'S AUTHORIZATION FORM.....	59
8.8 LETTER OF NOTIFICATION.....	60



Tender Notice

The Kenya Revenue Authority invites sealed bids from eligible candidates for the following tenders:

NO.	DESCRIPTION	ELIGIBILITY	CLOSING DATE AND TIME
1	KRA/HQS/NCB-074/2019-2020: PROVISION OF ANNUAL MAINTAINANCE SERVICES FOR THE NEW DATA CENTER (NDC) FACILITY AND EQUIPMENT	OPEN	2nd June, 2020 11.00 AM Times Tower

1. Interested eligible candidates may obtain further information and inspect the tender documents with detailed requirements at the office of the Deputy Commissioner-Supply Chain Management, Times Tower Building, 25th Floor.
2. A complete set of bidding documents in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the Tender Tab.
3. Existing Suppliers with V-numbers and SRM passwords will automatically obtain the tender document in their SRM supplier portal. Existing Suppliers List is available on KRA Website under Tenders
4. Completed Bids are to be saved as PDF documents marked “**KRA/HQS/NCB-074/2019-2020: : Provision of Annual Maintenance Services For The New Data Center (NDC) Facility And Equipment** and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **2nd June 2020 at 11.00 a.m.**
5. Submission shall strictly be done Electronically via KRA E-Procurement Portal. Bidders to note that system bid submission issues shall not be addressed **within 24 hours to the tender closing date and time.**
6. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building.**
7. An original hard copy of the Bid Security of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender security Box** located at **Times Tower Building**, Ground Floor any day before the tender closing date. The Bid Security must be in a sealed envelope bearing the Tender Description and addressed to the address indicated below.

Deputy Commissioner-Supply Chain Management
Times Tower Building, 25th Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Nairobi, Kenya.
website: www.kra.go.ke
Email : eprocurement@kra.go.ke

Any canvassing or giving of false information will lead to automatic disqualification.

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	5
2.2 Cost of Tendering.....	5
2.3 Contents of Tender Document.....	6
2.4 Clarification of Documents.....	6
2.5 Amendment of Documents.....	6
2.6 Language of Tender.....	7
2.7 Documents Comprising the tender.....	7
2.8 Tender Forms.....	7
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	8
2.11 Tenderers Eligibility and Qualifications.....	8
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tender	11
2.17 Modification and Withdrawal of Tenders.....	12
2.18 Opening of Tenders.....	12
2.19 Clarification of Tenders.....	13
2.20 Preliminary Examination.....	13
2.22 Conversion to Single Currency.....	13
2.23 Evaluation and Comparison of Tenders.....	14
2.24 Preference	15
2.25 Contacting the Procuring Entity.....	15
2.26 Award of Contract.....	15
(a) Post qualification.....	15
(b) Award criteria.....	16
(c) Procuring Entity’s Right to Vary Quantities.....	16
(d) Procuring entity’s Right to Accept or Reject any or all Tenders	16
2.27 Notification of Award.....	16
2.28 Signing of Contract.....	16
2.30 Performance Security.....	17
2.31 Corrupt or Fraudulent Practices.....	17

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation to tender is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 Kenya Revenue 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 sub-contractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Revenue Authority (KRA) to provide Maintenance services for the preparation of the design, specifications, and other documents to be used for for the procurement of the services under this Invitation for tenders
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Cost of Tendering

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

2.4 Content Of 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) Details of the service
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the KRA'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, the KRA, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising the Tender

- 2.8.1 The tender prepared by the Tenderers shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;
 - (b) documentary evidence established in accordance with paragraph 2.1.2 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 services to be provided by the tenderer 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 Services to be provided and brief description of the services.

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 services it proposes to provide under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.
- 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 **335 days** from the date of opening of the tender.

2.11

Tender Currencies

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

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

2.14

Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8.
- 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 Authority 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 Authority 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 Authority.
- 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 Authority 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 **335 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the Authority pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Authority as non-responsive.
- 2.15.2 In exceptional circumstances, the Authority 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 Bidders to note that the COMBINED TECHNICAL AND FINANCIAL proposal shall be submitted electronically through the KRA supplier portal. The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender).
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 Tenders must be received by KRA electronically not later than **2nd JUNE 2020 AT 11.00AM.**

2.18

Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Authority at the address specified under paragraph 2.17.2 no later than **2nd JUNE 2020 AT 11.00AM**
- 2.18.2 The Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Authority and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19

Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Authority prior to the deadline prescribed for submission of tenders.
- 2.19.2 The tenderer may modify the tender after submission and resubmit to the respective folders. All prior submissions cannot be deleted or overwritten. Tenderer to note that the latest submission shall be considered as the final version and all prior submissions shall be disregarded
- 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 2.14.8
- 2.19.5 The Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The Authority shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20

Opening of Tenders

- 2.20.1 The Authority will open all tenders in the presence of Tenderers' representatives who choose to attend, at **2nd JUNE 2020 AT 11.00AM** in the location specified in the Invitation to Tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Authority, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Authority will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Authority may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination

2.22.1 The Authority 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- there shall be no correction of errors. Bidders are advised to ensure that their arithmetic are correct.

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tender

2.24.1 The Authority 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.
- 2.24.4 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.24.5 The KRA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
 - (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.
- 2.24.6 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan***

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

(b) ***Deviation in Payment Schedule***

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

- 2. 24.7 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

- 2.24.8 To qualify for contract awards, the tenderer shall have the following: -
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
 - (d) Shall not be debarred from participating in public procurement.

2.25 Preference

- 2.25.1 Kenya Revenue Authority does not allow any margin of preference.

2.26 Contacting the Kenya Revenue Authority

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Authority on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Authority in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Authority will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Authority deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Authority will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 Signing of Contract

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

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Authority, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Authority.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Authority may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Authority 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 the Kenya Revenue 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 the Kenya Revenue Authority of the benefits of free and open competition;

2.31.2 The Kenya Revenue 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	This invitation for Tenders is open to all Tenderers eligible as described in the Invitation to Tender. Bidders are supposed to have appropriate and valid business registration.
2.1.2	The declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire
2.3.2	Bidders are advised to download free of charge a soft copy from the KRA website.
2.10.4	Tender Validity Period is 335 days from 2nd JUNE 2020 AT 11.00AM Tender prices are to be quoted in Kenya Shillings or any other freely convertible currency.
2.13.1	The clause-by-clause commentary of the technical specifications is given in the Clause by clause tables of Technical specifications.
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 the one bid system. The bidder must submit a bid with technical proposal and a financial proposal combined. A bid security of Kshs 200,000.00 for each LOT bided for and valid for 365 days ie 2nd JUNE 2020 AT 11.00AM is required. Mandatory site visit is scheduled on 25TH May 2020, at 11.00am . Bidders need to attend only attend once. Site Visit Contact Person: Mati Tel 0728 800591
2.18.1	Opening of Technical and financial Proposals will be done in public at the time of closing the tender. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. 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.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

3.1	Definitions	21
3.2	Application	21
3.3	Standards	21
3.4	Use of Contract Documents and Information	21
3.5	Patent Rights	21
3.6	Performance Security	22
3.7	Inspection and Tests	22
3.8	Payment	22
3.9	Price	22
3.10	Assignments	23
3.11	Termination for Default	23
3.12	Termination for Insolvency	23
3.13	Termination for Convenience	23
3.14	Resolution of Disputes	23
3.15	Governing Language	24
3.16	Force Majeure	24
3.17	Applicable Law	24
3.18	Notices	24

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) "The Contract" means the agreement entered into between the KRA 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 services" means services to be provided by the contractor including materials and incidentals which the Tenderer is required to provide to the KRA under the Contract.
- (d) "The KRA" means Kenya Revenue Authority (KRA), the organization purchasing the Services under this Contract.
- (e) "The contractor means the individual or firm providing the services under this Contract.
- (f) "GCC" means general conditions of contract contained in this section
- (g) "SCC" means the special conditions of contract
- (h) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Use of Contract Documents and Information

- 3.4.1 The Tenderer shall not, without the KRA's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the KRA in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.
- 3.4.2 The Tenderer shall not, without the KRA's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the KRA and shall be returned (all copies) to the KRA on completion of the Tenderer's performance under the Contract if so required by the KRA.

3.5 Patent Rights

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

3.6 Performance Security

3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the

successful Tenderer shall furnish to the KRA the performance security where applicable in the amount specified in Special Conditions of Contract.

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

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

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

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

3.7 Inspection and Tests

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

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

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

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

3.8 Payment

3.8.1 The method and conditions of payment to be made to the Tenderer under this Contract shall be specified in SCC.

3.9 Prices

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

3.10 Assignment

3.10.1 The Tenderer shall not assign, in whole or in part, its obligations to perform under

this contract, except with the KRA's prior written consent.

3.11 Termination for Default

- 3.11.1 The KRA 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the KRA.
 - (b) if the Tenderer fails to perform any other obligation(s) under the Contract.
 - (c) if the Tenderer, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.11.2 In the event the KRA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Tenderer shall be liable to the KRA for any excess costs for such similar services.

3.12 Termination for Insolvency

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

3.13 Termination for Convenience

- 3.13.1 The KRA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the KRA convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the KRA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The KRA's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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

3.16 Force Majeure

- 3.16.1 The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other

failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

Special Conditions of contract with reference to the General Conditions of Contract.

General Conditions of Contract Reference	Special Conditions of Contract
3.1	Provision of Annual maintainance shall be for a period of two years.
3.6	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.
3.8	The Kenya Revenue Authority's payment terms are that payment shall be made within ninety (90) days from the date of provision of service.
3.9	Prices charged by the Tenderer for 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. All prices quoted by the Tenderers must be inclusive of all taxes, discounts and delivery costs to Times Tower, Nairobi, Kenya
3.14	Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. 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.
3.19	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.
3.17	The applicable law is the Kenyan Law.
3.18	The address of the Kenya Revenue Authority is: Kenya Revenue Authority Deputy Commissioner-Procurement & Supplies Services Times Tower Building, 25th Floor, P.O Box 48240 – 00100 GPO, Tel. +254 020 310900 Nairobi, Kenya. Email erprocurement@kra.go.ke website: www.kra.go.ke

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 General

The Kenya Revenue Authority requires a competent firm to carry out the annual Maintenance.

5.2 Submission of Bids

Tenderer must submit the tender document electronically through the KRA supplier Portal:

Technical:- comprising of the following documents

- ◆ Tender Notice
- ◆ Invitation for Tender
- ◆ Power of Attorney
- ◆ Bid security of **Kshs 200,000.00** valid for **365 days** from tender closure.
- ◆ Manufacturer's authorization/accreditation as required in the schedule of requirements
- ◆ Dully **filled, signed and stamped** Form of tender.
- ◆ Attach copy of Registration of Business/Certificate of Incorporation
- ◆ Dully **filled, signed and stamped** Confidential Business Questionnaire
- ◆ Valid Tax Compliance Certificate
- ◆ Bank reference letter (should be within the last 6 months)

5.3 Tender Responsiveness criteria

The following criteria will be used in the evaluation of all bids. The submission of the required documents is **MANDATORY** and 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">▪ Power of Attorney¹ (except for sole proprietorship)▪ Bid security of Kshs 200,000.00 valid for 365 days from tender closure.▪ Manufacturer's authorization/accreditation as required in the schedule of requirements▪ Dully filled, signed and stamped Form of tender.
2.	Company Profile <ul style="list-style-type: none">▪ Attach copy of Registration of Business/Certificate of Incorporation▪ Dully filled, signed and stamped Confidential Business Questionnaire
3.	Social Obligations <p>Submit certificate of compliance for the following;</p> <ul style="list-style-type: none">▪ Valid Tax Compliance Certificate
4.	Bank reference letter (should be within the last 6 months)

5.4 Vendor Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers.
The documents submitted will be evaluated for suitability and a bidder shall be allocated scores.

Description of Criteria	Maximum Scores	Cut off score
<p>Key Personnel Competency Profiles Attach C.Vs and certificates of least two (2) technical key staff with relevant technical experience (annual maintenance of data centre facility equipment as per the lot bidded) The training should be supported by OEM professional certificates.</p> <p>Degree – 2 marks Academic diploma/certificate.....1 mark Relevant/equivalent OEM Certification2 marks</p>	8	4
<p>Experience/Reputation of the Firm Provide evidence of past undertaking of similar projects (annual maintenance of data centre facilities) and attach completion certificates.</p> <ul style="list-style-type: none"> •For UPS, the bidder MUST have supported and maintained at least a 200KVA and above modular UPS. •For Generator the bidder MUST have supported and maintained a 300KVA and above generator. <p>Include a brief description of similar item delivered to at least 2 clients, value of contracts, and contact person phone number and email addresses) for similar equipment. Evidence to be attached is LSO/Contract/Reference letters from client.</p> <p>Each client is - 6 marks</p>	12	6
TOTAL SCORES	20	10
<p>Note: <i>A bidder must meet the cut-off score on each part in order to proceed to the next stage of evaluation</i></p>		

5.5 Tender Evaluation Criteria

The tender evaluation criteria will be as shown below. -

Criteria	Maximum Score/Requirement	Cut-Off score
Tender Responsiveness	Mandatory	Met
Vendor Responsiveness	20	10
Technical Evaluation	80	56
Financial Evaluation	Award will be to the Lowest evaluated bidder	
Post Qualification Evaluation	KRA has an option to make site visits to the bidder's premises to ascertain its capability of delivering the maintenance service and/or seek for third party collaboration to the successful bidder's reference sites to confirm the authenticity of the sites and the scope of work done.	

SECTION V - TECHNICAL SPECIFICATIONS

ANNUAL MAINTENANCE CONTRACT FOR DATA CENTRE FACILITY EQUIPMENT

Introduction

KRA hereby invites bids from prospective tenderers for Support and Maintenance Services for Data Centre facility. The equipment to be covered under this contract will be in seven (7) lots. Each lot is to be evaluated independently and therefore prospective bidders may bid for one or more as applicable.

This is planned to be a two (2) years maintenance contract with a service review after one year. However, depending on KRA satisfaction with the services provided, the Authority will reserve the right to either extend for the remaining one (1) year or terminate the contract.

6.0 GENERAL MANDATORY REQUIREMENTS TO THE BIDDERS

The bidder:

1. Must have successfully executed at least one (1) Annual Maintenance Contract (AMC) of a similar or equivalent equipment for any reputable organization in Kenya for the last three (3) financial years for which completion certificate/letter of reference from the said organization is to be submitted. In case of ongoing AMC, satisfactory execution certificate needs to be enclosed.
2. Must take part in a mandatory signed off site survey to assess the scope of the service.
3. Required to provide Preventive Maintenance Service (PMS), Corrective Maintenance Service (CMS) and Project Management proposal.
4. Should have support office in Nairobi with minimum three support engineers. Of the three, at least two (2) officers trained on the equipment bided for.
5. Shall be required to provide **detailed responses** complete with supporting reference materials and brochures in providing responses to the **technical clause-by-clause responses**.
6. Shall additionally demonstrate how the required services will be conducted for each LOT bided for as per the **specifications capabilities** for all the Technical Requirements
7. Failure to conform to these requirements 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.

6.1.1 Scope of services

The scope of the Annual Maintenance Services entails both Preventive & Curative maintenance Services for all the specified equipment. This involves comprehensive maintenance of all components covered under the contract, including repairing, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spare parts which should be in line with the OEMs replacement requirements (whichever comes first), and to ensure that the system/equipment is operational as per the negotiated SLA requirements.

- a) Preventive Maintenance, will entail;
 - (i) Blowing dust from interior of all equipment at least once in each quarter;
 - (ii) Routine inspection and performance testing/configuration of each item of equipment in conjunction with KRA technical staff at least once in each quarter;
 - (iii) Carrying out of such repairs, replacement of parts, cleaning or adjustment of each item of equipment as a result of the inspection and testing under item (ii) above;

- b) Curative maintenance (upon a service call being made by the Authority), will entail;
 - (i) the inspection, testing and diagnosing any fault reported in an item or equipment and;
 - (ii) Carrying out of such repairs, replacement of faulty parts, cleaning or adjustment as shall be necessary to remedy the fault.

6.1.2 The scope of the Data Center Infrastructure entails the below.

1. **LOT 1:** Data Centre Power Systems and switchgears
 - a. Electrical systems components i.e. Ring Main Unit, transformers, Automatic Voltage Regulator, Electrical switchgears
2. **LOT 2:** UPS and Battery System
3. **LOT 3:** Generator
 - a. Generator, Fuel pumps and automatic fuel gauge system
4. **LOT 4:** HVAC
 - a. Heating Ventilation and Air Conditioning
5. **LOT 5:** Fire Suppression Systems
 - a. Fire detection and
 - b. Suppression System and
 - c. Water Leak detection
6. **LOT 6:** Security and safety systems
 - a. CCTV
 - b. Access Control
 - c. Intrusion detection system
7. **LOT 7:** Racks, containment and communication services
 - a. Datacentre structured cabling
 - b. Central Patching Zone
 - c. Racks and Containment

BY-CLAUSE TECHNICAL SPECIFICATIONS REQUIREMENTS

- The bidder MUST provide maintenance/ inspection report templates for all the Lots bid.
- The total scores per lot will be **80 marks** and the cut-off score will be **56/80** for each lot.
- The total technical scores for each lot shall be prorated to **80 marks** while the cut of score shall be **prorated to 56 marks**
- Award shall be per **LOT**

LOT 1: DATA CENTRE POWER SYSTEMS AND SWITCH GEARS

Service	Components	Minimum Maintenance guideline	Bidders Response	Score(Marks)
Power	<p><u>Distribution Boards:</u></p> <ol style="list-style-type: none"> 1. Main LV Distribution Board 2. Generator Parallel Board 3. Generator Split Panel 4. Stabilizer Bypass Panel 5. Riser Sub Board 6. AC Board 7. Non Standard Rack Supply Board 8. UPS Boards 9. UPS Output Board 10. 30 KVA Ups Output Board 11. Busbar & 	<p>Undertake the following Routine Maintenance checks on the Distribution Boards and prepare inspection report for records/action</p> <p>INTRUSIVE LV SWITCHBOARDS</p> <p>Electrical Checks</p> <ol style="list-style-type: none"> i. Check function of all power meters before shut down. ii. Check function of lamps and indicators. iii. Inspect control wiring, relays, power supply units, timers, etc. where applicable. iv. Check electronic surge protection intact where installed. v. Verify control circuit fuse rating and continuity. vi. ACB maintenance withdrawable or fixed, check contacts, arc chutes secondary injection, etc. vii. Thermal Image survey. 		35

	<p>Accessories</p> <p>12. Digital Meters</p>	<p>Mechanical Checks</p> <ul style="list-style-type: none"> i. Inspect locking devices for signs of damage or worn. ii. Clean thoroughly, vacuum and full visual inspection of exterior and interior of all LV switchboards. iii. Check and torque test bolted electrical connections as necessary to specified levels. 		15
		<p>Visual Checks</p> <ul style="list-style-type: none"> i. Visual Inspection for signs of overheating or deterioration. ii. Final visual inspection to ensure all clear after work completed. iii. Inspection of all panels for paint work damage and signs of corrosion. iv. Check Battery tripping Packs, battery integrity, signs of defects, etc. v. Thermal Scanning of all the connection and joints to detect any heating, lose <p>NON-INTRUSIVE LV SWITCHBOARDS</p> <p>Electrical Checks</p> <ul style="list-style-type: none"> i. Check function of all power meters before shutdown. ii. Check function of lamps and Indicators. iii. Visual Inspections of control wiring, relays, power supply units, timers and fuse carriers. iv. Check electronic surge protection is intact where installed. <p>Mechanical Checks</p>		44

		<ul style="list-style-type: none"> i. Inspect locking devices for signs of damage or worn. ii. Clean thoroughly, vacuum and full visual inspection of exterior only. <p>Visual Checks</p> <ul style="list-style-type: none"> i. Visual Inspection for signs of overheating or deterioration. ii. Inspection of all panels for paint work damage and signs of corrosion. iii. Check battery tripping, battery integrity, signs of defects. <p>Non-Intrusive Routine Maintenance Checks should be done three times every year</p> <p>ACB Chassis</p> <ul style="list-style-type: none"> i. Rack out ACB. ii. Clean/Vacuum internal chassis. iii. Check operation of safety shutters closing. iv. Check shutter locking devices are intact. v. Check operation and position of contacts. vi. Operate padlocking system. vii. Grease clusters as necessary. <p>ACB</p> <ul style="list-style-type: none"> • Check general condition of the device. • Clean with diluents Henkel 273471, Vacuum ACB. • Check filters clean/ vacuum arc-chutes. • Visual Check for contact wear. • Check Auxiliary wiring Insulation. • Check ACB locking devices. 		
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		<ul style="list-style-type: none"> • Open/close manually. • Charge the device manually. • Secondary injection with FFT kit, produce trip curve report. • Check earth fault protection/earth leakage protection. • Grease disconnect contacts as necessary • MCCB trip test with report. <p>Busbar & Accessories</p> <ul style="list-style-type: none"> • Visual inspection of all power bar runs. • Check Supports. • Check alignment, Straight runs, joint packs and directional change pieces. • Thermal image survey of complete runs. <p>Meters</p> <ul style="list-style-type: none"> • Voltage Connections. • CT connections. <p>MCCB checks</p> <ul style="list-style-type: none"> • Motor operator. • Under Voltage release. • Power Supply unit. • Control relays. • Fuse and fuse holders. <p>The above tests for ACB and MCCB's to be undertaken once a year</p>		
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		The bid to contain prices framework for replacing failed components such as breakers		
TOTAL				94

LOT 2: UPS AND BATTERY SYSTEM

Service	Components	Minimum Maintenance guideline	Bidders Response	Score(Marks)
UPS and Batteries	1. Modular 500KVA-100kw DPA UPS	<p>During a preventive maintenance the field service engineer should carry out the following checks:</p> <ul style="list-style-type: none"> i. Status and function check of UPS and batteries ii. UPS and batteries visual inspection (dust, mechanical damages) iii. Visual inspection of screws and cable connections iv. Check and remediation of air ventilation and room temperature v. Check the operation and function (commutations, remote monitoring and Signalling) vi. Measure and record the Current, voltage and frequencies vii. Measure and record the current load conditions viii. Check and record the load sharing (in parallel systems) ix. Check, record and report Battery voltage. x. Conduct and record Battery discharge test xi. Check and record transfer of the load from UPS to mains operation via bypass panels xii. Perform Unit cleaning for the UPS system components. 		48
TOTAL				48

LOT 3: GENERATOR SYSTEM

Service	Components	Minimum Maintenance guideline	Bidders Response	Score(Marks)
Generator	<p>Preventive maintenance is done for the below areas:</p> <ol style="list-style-type: none"> 1. Engine <ol style="list-style-type: none"> a) Cooling System b) Fuel System c) Lubrication System d) Basic Engine e) Air Inlet and Exhaust System f) Electrical System 2. Battery and charging system 3. Generator/ Control panel <ol style="list-style-type: none"> a) Synchronizing Panel b) Generator connections c) Generator Load Test 4. Oil Sampling S.O.S Sampling 5. Provide comprehensive report on maintenance and recommendation 6. The proposal should include cost of all 	<p>Engine</p> <ol style="list-style-type: none"> i. Change engine oil ii. Specify engine oil supplier and type iii. Replace engine oil filter iv. Repair/report engine oil leaks v. Replace fuel filter vi. Check fuel lines and clamps vii. Check pre lube pump viii. Check turbo end float ix. Valve clearance adjust x. Replace air cleaners xi. Check induction hoses / clamps xii. Clean pre – cleaner bowl xiii. Check cooling system additive xiv. Change cooling system additive xv. Test radiator pressure and cap xvi. Repair/ report coolant leaks xvii. Clean /inspect radiator matrix xviii. Inspect / secure radiator fan guards xix. Check fan drive bearing and pulley xx. Check and adjust v –belt xxi. Clean engine crankcase breather 		42

	consumables such as filters, oil etc. and cost estimate of replacing failed parts.	Battery and charging system <ol style="list-style-type: none"> i. Check battery water level ii. Check hold down clamps iii. Check battery terminal and cables iv. Check starter operation 		8
		Control system <ol style="list-style-type: none"> i. Harness condition ii. Mechanical linkages iii. Governor Oil level iv. Instruments 		12
		Generator control panel <ol style="list-style-type: none"> i. Check Brush Gear(SRCR) ii. Check Rectifier Assembly(SR4) iii. Check Bearing lubricate iv. Check Voltage Regulator v. Check Control Panel vi. Check the Operation of main Breaker 		12
		Installation <ol style="list-style-type: none"> i. Check engine room condition ii. Check Ventilation /air flow iii. Check Accessibility iv. Check Mounting bolts v. Check fuel / water / oil leaks 		5

		Operational checks i. Stability ii. Charging rate iii. Instrumentation –engine iv. Instrumentation – panel v. Check Safety shut off vi. Manual shut off / Reset vii. Response to Load		7
		Load Test Readings i. Check fuel pressure ii. Check Lube oil pressure iii. JW out Temp iv. Air Inlet Temperature left bank v. Air Inlet temperature right bank vi. Exhaust temperature left bank vii. Exhaust temperature right bank viii. Charging Ammeter ix. Fuel filter differential x. Oil filter differential xi. Air cleaner restriction left hand xii. Air cleaner restriction right hand		12
TOTAL				98

LOT 4: HEATING VENTILATION AND AIR CONDITIONING (HVAC)

Service	Components	Minimum Maintenance guideline	Bidders Response	Score(Marks)
HVAC	<p>AIR-CONDITIONING INSTALLATIONS</p> <p>1. In-row Precision Air-conditioning Equipment 'DX' type 35 KW cooling capacity as manufactured by 'Airdale'</p> <p>2. Perimeter Precision Bottom Flow Air-conditioning Equipment 'DX' type 11 KW cooling capacity as manufactured by 'Airdale'</p>	<p>Bidder to confirm physical state of Equipment including model type prior to pricing</p> <p>Undertake the following Routine Maintenance checks on the Air-Conditioning Equipment Every Three Months and Prepare an Inspection report for records/action;</p> <p>INDOOR PART</p> <p>General Inspection</p> <p>i. Check visible mechanical damage to Equipment</p> <p>ii. Visual Inspection for General wear and Tear to equipment</p> <p>iii. Inhibit rust by prime and touch up matching paint</p> <p>iv. Change Filters</p>		8
	<p>3. Split Type Residential Type Highwall mounted Air-conditioning Equipment 'DX' type 7.1 KW cooling capacity as</p>	<p>Electrical Inspection</p> <p>i. Check main power supply voltage</p> <p>ii. Check tightness of electrical terminals</p> <p>iii. Check for hotspots/discoloration of electrical cables</p> <p>iv. Check amperage are as per design</p>		8

	<p>manufactured by 'Daikin'</p>	<p>Refrigeration</p> <ul style="list-style-type: none"> i. Compare the following with Commissioning records ii. Suction, Liquid and Discharge Pressures iii. Refrigeration system temperatures, suction, liquid and Discharge. Record Superheat and Sub-Cool Temperatures iv. Check each circuit sight glass for dryness and bubbles for indication of leaks v. Head pressure control is maintained vi. Record detail of F-Gas record vii. Check compressor oil level viii. Pressure relief valves 		24
		<p>Controls</p> <p>Change controller batteries once a year</p> <p>OUTDOOR PART</p> <ul style="list-style-type: none"> i. Fan and Motor Assembly ii. Check fan and motor assembly for lateral and end play in the bearings iii. Electrical gland plate to ensure no water is entering the motor iv. Fan blades for damage and corrosion 		15

		<p>Refrigeration Circuit</p> <ul style="list-style-type: none"> i. Visually examine pipework and components for damage, wear, tear and oil patches ii. Ensure that the fan head pressure controller is controlling the head pressure at the required pressure iii. Check refrigeration connectors with a leak detector <p>Condenser Coil</p> <ul style="list-style-type: none"> iv. Clean the condenser coil using appropriate means <p>Cabinet</p> <ul style="list-style-type: none"> v. Clean the cabinet using appropriate means vi. Treat any damaged part as appropriate <p>Electrical</p> <ul style="list-style-type: none"> vii. Check all electrical connections for arcing or overheating 		21
TOTAL				76

LOT 5: FIRE DETECTION AND SUPPRESSION SYSTEM AND WATER LEAK DETECTION

Service	Components	Minimum Maintenance guideline	Bidders Response	Score(Marks)
FIRE DETECTION SYSTEM	An Intelligent Addressable Fire Alarm Control Panel connected to; 120 No. Smoke Detectors. 7 No. Beacon and Sounder. 6 No. Manual Release Switch.	Undertake the following Routine Maintenance checks on the Fire Detection System Every Three Months and Prepare an Inspection report for records/action; Visual check Main Fire Alarm Panel <ol style="list-style-type: none"> i. Zones properly indicated and marked. ii. Devices properly indicated and marked. iii. Power Indicator lamp Operational. iv. Panel clear from trouble indicators. v. Lamp test. 		10
		Annunciator Panel <ol style="list-style-type: none"> i. Panel in an acceptable location. ii. Panel lamp test is ok. iii. Power on lamp on. iv. Pull Station locations acceptable. v. Heat Detectors and /or smoke detectors locations acceptable. 		10

		<p>System Demonstration</p> <ul style="list-style-type: none"> i. Fire location lamp on main panel operated correctly. ii. Bells and buzzers operated correctly. iii. Bells and buzzers Audibility. iv. Monitoring company notified Fire station v. Annunciator Panel Indicated Proper zone or location. vi. System back on line No Problems indicated on panels. 		12
HIGH SMOKE SENSIVITY SYSTEM	An Intelligent HSSD Fire Alarm Panel connected to ; 150 Meter Air sampling pipe	<p>Undertake the following Routine Maintenance checks on the High Smoke Sensitivity System Every Three Months and Prepare an Inspection report for records/ action;</p> <p>Routine Inspection</p> <ul style="list-style-type: none"> i. Test all Fault and alarm Output. ii. Test Power Supplies and Battery Back-up. iii. Check Systems with defined operating life. iv. Check unauthorised changes to the system configuration. v. Top up systems reliant on additional additives. 		10

		<p>Functional Test</p> <ol style="list-style-type: none"> i. Identify deviations by Verifying transport time from dedicated test point/furthest hole, comparing with original results. ii. Confirm flow monitoring is capable of detecting loss of a single/multiple sample point. iii. Inspection of flow readings comparing with original. iv. Measurement of the pressure at each sampling point comparing with original results to indicate deviations. 		8
WATER LEAK DETECTION SYSTEM	<p>Water leak detection system comprising of;</p> <ul style="list-style-type: none"> • 1 No. Control Panel • 1 No. End Terminator • 1 No. Leader cable junction box • 100 Meter sensing cable 	<p>Undertake the following Routine Maintenance checks on the water leak detection system Every Three Months and Prepare an Inspection report for records/action;</p> <p>Periodic Maintenance and Test</p> <ol style="list-style-type: none"> i. Check for Normal operation ii. Perform Leak Simulation iii. Perform Cable Break simulation 		6
FIRE SUPPRESSION SYSTEM	<p>A Fire suppression system comprising of;</p> <p>System 1 - White space</p> <ul style="list-style-type: none"> • 6No. 360° Discharge Nozzle. 	<p>Undertake the following Routine Maintenance checks on the Fire Suppression System Every Three Months and Prepare an Inspection report for records/action;</p> <p>Visual Check</p>		14

	<ul style="list-style-type: none"> • No. Agent Release Panels. • 1No. 51 Litres Agent Cylinder. • 2No. 28 Litre Agent Cylinder. • 1No. 16 Litre Agent Cylinder. • 416 kgs of Novec 1230 gas spread among the above cylinders <p>System 2 - UPS Room 1</p> <ul style="list-style-type: none"> • 14 No. 360° Discharge Nozzle. • No. Agent Release Panels. • 2No. 51 Litres Agent Cylinder. • 127 kgs of Novec 1230 gas spread among the above cylinders <p>System 3 - UPS Room 2</p> <ul style="list-style-type: none"> • 14 No. 360° Discharge Nozzle. • No. Agent Release Panels. • 2No. 51 Litres Agent Cylinder. • 104 kgs of Novec 1230 	<ul style="list-style-type: none"> i. Check container and discharge equipment for physical damage, deterioration and corrosion. ii. Check support brackets. iii. Inspect tubing to ensure no abrasion and free of obstructions. iv. Check Pressure gauge to recommended requirements. v. Check ventilation system. vi. Verify weight of agent in container matches the agent weight stamped on the label. vii. Undertake a simulation for discharge with cylinder disconnected then rearm the system to ensure that all activation and control mechanism are functional 		
--	--	--	--	--

	<p>gas spread among the above cylinders</p> <p>System 4 - AVR Room 1</p> <ul style="list-style-type: none"> • 4No. 360° Discharge Nozzle. • No. Agent Release Panels. • 2No. 51 Litres Agent Cylinder. • 80 kgs of Novec 1230 gas spread among the above cylinders <p>System 5 - AVR Room 2</p> <ul style="list-style-type: none"> • No. 360° Discharge Nozzle. • No. Agent Release Panels. • 2No. 51 Litres Agent Cylinder. <p>80 kgs of Novec 1230 gas spread among the above cylinders</p>			
TOTAL				70

LOT 6: SECURITY AND SAFETY SYSTEMS (CCTV and Access Control System)

Service	Components	Minimum Maintenance guideline	Bidders Response	Score(Marks)
CCTV SYSTEM	CCTV System comprising of; <ul style="list-style-type: none"> • 45 No. Dome/Bullet cameras • No. PTZ Camera and controller keyboard • No. CPU and Monitor • 2No. 24 port switches <p>Cameras as manufactured by 'Axis' and security software by 'Lenel'</p>	<p>Undertake the following Routine Maintenance checks on the CCTV System Every Three Months and Prepare an Inspection report for records/action;</p> <p>Dome/Bullet Cameras</p> <ol style="list-style-type: none"> i. Confirm Location ii. Confirm IP Address iii. Update Firmware iv. Check Resolution v. Check Frame Rate (fps /ips) vi. Check Bit rate(kbps) vii. Clean Camera Housing viii. Patch Cable Test ix. Check Video Playback x. Check Picture Clarity 		10
		<p>For PTZ Camera Test</p> <ol style="list-style-type: none"> i. Test Pan ii. Test tilt iii. Zoom Test iv. Check Field of view 		4
		<p>Network switch</p> <ol style="list-style-type: none"> i. Clean Switch ii. Update firmware iii. All PoE Ports working iv. Check Number of ports Connected 		12

		<ul style="list-style-type: none"> v. Check Connection to Standby UPS vi. Managed switch configuration backup 		
		<p>LNVR</p> <ul style="list-style-type: none"> i. Check location ii. Update Firmware iii. NVR Photo(before) iv. Check/Change Filter v. Blowout NVR vi. NVR Photo (After) vii. Reset Filter Alarm viii. Hard Disk Capacity ix. Hard Disk Status x. NVR IP settings xi. Test SMTP xii. Check outstanding Faults in Fault logs 		12
			Total	38

LOT 7: RACKS CONTAINMENT AND COMMUNICATION SERVICES

Service	Components	Minimum Maintenance guideline	Bidders Response	Score(Marks)
<p>Communication services and Containment</p>	<ul style="list-style-type: none"> • 3 no. Containment • 51 no. Racks • Fibre cables • Copper cables • Patch panels • Central patching Zone (CPZ) 	<ol style="list-style-type: none"> i. Fibre and copper Cable management ii. Central patching Zone management iii. Ensure proper and accurate of all ports and links on the network, Servers, and ISP racks/cabinet iv. Fibre and copper modules and patch panels management v. Provide cost for any fault components replacement vi. Containments, cable tray and all Racks management vii. Undertake comprehensive quarterly preventive maintenance of all components. viii. Provide maintenance inspection report templates/checklist to confirm compliance 		16
			TOTAL	16

LIST OF EQUIPMENT

1. LOT 1: Data Centre Power Systems and switch gears

No.	Units	Technical Specifications	Manufacturer	Quantity	Model
1	11KV Panel	11KV High Voltage Circuit Breaker Load Breaker Switch to TX	Efacec	2	Fluofix-G.C
2	Transformers (Stepdown TX)	Power=11000W Rated Power=1000KVA Phases=3, Frequency=50hz Mass=2550KG Specs= 1EC600076-11	Efacec	2	Power cast, dry type
3	Main L.V Board + AMF	Main low voltage power distribution in the facility. It contains power incomers from National grid/KP and Gensets. It contains power output chambers to the UPS, Airconditioning units mechanical loads, lighting MCBs. Power capacitors bank chambers, changeover , electrical system controls. Breakers: Motorized ACB 1600A 3p Monitors: Digital power meters PFC Bank 360KVAR P.F.C Bank Step 1-2 10KVAR Step 3-5 20KVAR Step 6-10 40KVAR Step II 80 KVAR	Board=Specialized Power systems (SPS) Breakers =Teresaki Electric Europe	2	Breakers =Teresaki TemPower AR216S

4	UPS Input Board	Cable termination chambers, 1 No. Motorized Automatic Changeover Switch 800 A 4 Pole 2 No. 800 A 3pole MCCB 1 No. Digital meter Outgoer 4No. 800 A 4p MCCB 1 No. Digital meter	Specialized Power systems (SPS)	2	
5	UPS Output Board	Cable termination chambers	Specialized Power systems (SPS)	2	
6	Generator Parallel Board	Cable termination chambers Changeover 1600A 3P Breakers	Specialized Power systems (SPS)	2	
7	Generator Spilt Board	Connection to the Genset and output to the genset Parallel board	Specialized Power systems (SPS)	3	
8	AC Board Riser Sub Board	MCB to the industrial sockets bus bar	Specialized Power systems (SPS)	2	
9	Power Harmonics Filter	Reactors	Specialized Power systems (SPS)	2	
1	Automatic Voltage Regulator (Power Stabilizer)	INPUT: Frequency=50/60hz + -5% Range=415V+-25% OUTPUT: Range=415V+-1% Power=1000KVA WEIGHT: 1925KG	IREM	2	STEROSTAB Y420AN1000L

2. LOT 2: UPS and Battery System

No.	Units	Technical Specifications	Manufacturer	Quantity	Model
1.	Modular 500KVA UPS Chassis ;	UPS type=UPS type Wiring=3ph + N + PE Topology=Online double conversion UPS cabinet rated power=500 kW Nominal input voltage=220/380, 230/400, 240/415 VAC Voltage range= < 100% (- 10%,+15%) < 80% (-20%,+15%) < 60% (-30%,+15%)	ABB	2	Concept power DPA 500 100 - 500 kW
2.	Grey line modules	100kw*5 =500kw DPA	ABB	5 dual modules	DPA
3.	Orange Line Modules	100kw*5 =500kw DPA	ABB	5 dual modules	DPA
4.	30 KVA Facility Utility UPS	30KVA UPS, with Amazon batteries	ABB	1	
5.	Battery Bank	96*2=192 Maintenance free batteries		192	

3. LOT 3: Generators System

No.	Units	Manufacturer	Quantity
1.	Genset -400KVA	Caterpillar	3
2	Fuel Tanks	Locally assembled	2
3.	Fuel pump3		4
4.	Automatic fuel management system	ProGauge	Lot

4. LOT 4: HVAC – Heating, Ventilation Air Conditioners

No.	Units	Location	Manufacturer	Quantity	Model/Technical specifications
1.	In Rack AC	Whitespace	Airedale	15	Air cooled DX CW R410A
2.	Outdoor unit	Outdoor rack	Airedale	25	CR65H-0
3.	Split ACs	Staging area	Daikin	2	FTNV50BV1
4.	Room ACs	Power rooms	Airedale	8	SC09D026-X100-0 DX SMARTCOOL 400/3/50 (000010)

5. LOT 5: Smoke detection and Fire suppression system

No.	Units	Technical Specifications	Manufacturer	Quantity
1.	Gas cylinders	Gas type – 3MTM NOVEC TM- 1230	Kiddle fire systems	12
2.	Panels			2
3.	Flushers and Alarms			Assorted

6. LOT 6: CCTV, Access Control, intrusion detection and Physical security

No.	Units	Manufacturer	Quantity	Model
A	Access Control			
1.	1Network Video Recorder Server	Lenel	1	
2.	Bio Readers		11	
3.	Card Reader		11	
4.	Controllers		11	
5.	Switches		1	
6.	Integrated Management Software (Lenel)		1	
B	CCTV			
7.	LNVR Server (Ms windows server 2012)		1	
8.	Cameras		40	
9.	Switches		4	

7. LOT 7: Communication services, Containment and racks

No.	Units	Technical Specifications	Manufacturer	Quantity	Model
1.	Server Racks	45U Siemens datacenter cabinets	Siemons	46	Standard

2.	Network racks	45U network racks with cable managers	Siemons	5	Standard
3.	Containment	Siemons factory made containment	N/A	3	Factory made
4.	Copper cabling	Factory pre-terminated Siemon cables of various lengths	Siemons	lot	Siemons
5.	Fiber cabling	Factory pre-terminated Siemon cables of various lengths	Siemons	lot	Siemons

SECTION VII- PRICE SCHEDULE

Instructions to Bidders:

1. Bidders MUST complete the Table below in the format provided.
FINANCIAL PROPOSAL FOR SUPPORT AND MAINTENANCE FOR A TWO-YEAR ANNUAL MAINTENANCE CONTRACT.

NOTES:

All consumables costs MUST be included as part of the general preventive maintenance cost.

Lots	Components	Annual Maintenance cost inclusive of VAT
LOT 1: Data Centre Power Systems and switch gears	Electrical systems i.e. Ring Main Unit, transformers, Automatic Voltage Regulator, Electrical switchgears	
LOT 2: UPS and Battery System	UPS (2) and Batteries bank	
LOT 3: Generators System	Generators (3), Fuel pumps and automatic fuel gauge system	
LOT 4: HVAC	Heating Ventilation and Air Conditioning	
LOT 5: Fire detection system, Suppression system and water leak System	a. Fire detection and b. Suppression System and c. water leak detection	
LOT 6: Security and safety systems	d. CCTV System e. Access Control f. Intrusion detection system g. Physical security (Scanners)	
LOT 7: Racks, containment and communication services	a. Datacentre structured cabling b. Central Patching Zone c. Racks and Containment	
	Total	

NB:

- Award shall be per lot.
- Costs should be inclusive of VAT
- Total cost per lot should be carried to the **Form of Tender**

Annexure 1: Manufacturer’s Authorization Certificate

Indicative Format for Manufacturer’s Authorization Form

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date: Reference RFP:

To:

WHEREAS

We _____, who are official manufacturers/OEM vendors of _____ having factories at _____ do hereby authorize M/s (***Name, complete address, city of the bidder***) to submit a bid the purpose of which is to provide support and services for all our products listed in above referenced RFP for this bid for entire project period, manufactured by us _____, and to subsequently negotiate and sign the Contract. We hereby undertake that we would provide the spares/ parts/ updates/ patches and support for the all the above mentioned product(s) during the contract period.

And therefore extend our full guarantee and warranty, with respect to the services offered by the above firm.

Our technical support/ assistance centers (***Name, address, phone, e-mail address details***) shall provide 24x7 supports over the following telephone Numbers (***please specify***) as well as web-based support (***please specify the URL***).

Signed with seal / stamp by the Manufacturer/OEM Vendor:

Name:

Title:

Dated on day of,

Annexure 2: Undertaking for Authenticity of Spare Parts

(Certificate to be issued on the company's **Letterhead**)

Reference: **Date:**

This has reference to the spares/ components/ parts/ assembly/ firmware to be supplied to you under the contract period.

We hereby undertake that all the spares/ components/ parts/ assembly/ firmware to be supplied by us, as and when required, shall be original/ genuine spares/ components/ parts/ assembly/ firmware from respective OEMs of the products and that no refurbished/ duplicate/ second hand spares/ components/ parts/ assembly/ firmware shall be used/ supplied/ installed during the contract period.

Also, that it shall be sourced from the authorized source for use in Kenya. In case, we are found not complying with above during any point of time throughout the contract period, we agree to take back the same and replace the same with the original/ genuine spares/ components/ parts/ assembly/ firmware at our own cost and downtime, if any, during such event shall not be considered as planned downtime.

(Signature with seal / stamp of the company)

Name:Designation:

Annexure 3: Bidder's List of Engineers

(Attach CVs, Academic & Professional Certificates)

	Name of the Engineer	Designation	Qualifications including Technical Qualification	Working with organization since (date)
1.				
2				
3				

Annexure 4: Site visit Form

Signed-off Site Survey/Requirements verification Form

Name of Site: Date:

Lot bidding for:.....

Name of Company

Representative:

Sign:

Name of Company:

Official Stamp:

Kenya Revenue Authority

Officer's Name: Sign:

Date & Official Stamp:

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.
- 8 *Anti Corruption Affidavit* This form will be completed by the bidder's authorized representative and it must be sworn before a commissioner of oaths or equivalent according to applicable laws in the country of the bidder.

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: KENYA REVENUE AUTHORITY
P. O. BOX 48240 – 00100 NAIROBI.

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, **Provision of Annual Maintenance Services (AMC) Service For KRA New Data Center (NDC) Facility and Equipment** (*Insert item description*) in conformity with the said tender documents

(LOT 1) for the sum of
..... (total tender amount in words and figures)

(LOT 2) for the sum of
..... (total tender amount in words and figures)

LOT 3) for the sum of
..... (total tender amount in words and figures)

LOT 4) for the sum of
..... (total tender amount in words and figures)

LOT 5) for the sum of
..... (total tender amount in words and figures)

LOT 6) for the sum of
..... (total tender amount in words and figures)

LOT 7) 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 Supply delivery, Installation and testing of 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 Kenya Revenue Authority

4. We agree to abide by this Tender for a period of **335 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.	Your Name in Full Age 1 2a. Nationality Country of Origin 2 Citizenship Details
Part 2 (b) Partnership	
2b.	Given details of Partners as follows: 1 2b. <u>Name</u> <u>Nationality</u> <u>Citizenship Details</u> <u>Shares</u> 2 1..... 2.....

.....
 3.....

 4.....

Part 2 (c) – Registered Company

2c. Private or Public
 1

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

2c. Given details of all Directors as follows
 3

<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 Kenya Revenue Authority? Yes _____ No _____

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

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority 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 Kenya Revenue Authority to provide Maintenance services for data centre facility? 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 _____

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

0

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

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

Date Signature of Candidate

.....

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

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of critical Data centre equipment [*name and/or description of the equipment*]

(hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

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

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

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

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____
between KRA of Kenya [*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 Maintenance services and has accepted a tender by the tenderer for the **Provision of Annual Maintenance Services (AMC) Service For KRA New Data Center (NDC) Facility and Equipment**
.....
[*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 services and to remedy non performance 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 services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
_____ [*reference number of the contract*] dated _____ 20 ____
_____ to for provision of annual Maintenance services for data centre. [

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 Kenya Revenue 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]

LETTER OF NOTIFICATION OF AWARD

**Kenya Revenue Authority
P.O Box 48240 – 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.

Deputy commissioner,
Supply Chain Management,
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Facsimile: +254-020-215809

For: Commissioner General