

REPUBLIC OF KENYA



**MINISTRY OF PUBLIC SERVICE AND GENDER
STATE DEPARTMENT FOR PUBLIC SERVICE**

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING
OF
GHRIS UPGRADED INFRASTRUCTURE**

January 2021

State Department for Public Service, P.O. Box 30050-00100, Nairobi

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SECTION I: INVITATION TO TENDER

TENDER REF NO.MPSG/OT/1/2020/2021.

TENDER NAME: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GOVERNMENT HUMAN RESOURCE INFORMATION SYSTEM (GHRIS) INFRASTRUCTURE.

- 1.1 The State Department for Public Service invites sealed bids from specific candidates for the supply, Delivery, Installation and Commissioning of Government Human Resource Information System (GHRIS) infrastructure.
- 1.2 Invited candidates may obtain further information from and inspect the tender documents at State Department for Public Service, Procurement Office, Teleposta Towers, 2nd Floor, between 9:00am to 4:30pm during normal working hours.
- 1.3 The tender documents may be accessed and downloaded from the State Department for Public Service's website www.psyg.go.ke or PPIP Portal (<https://tenders.go.ke>) free of charge.

The firms that download the document must arrange to forward their particulars/contacts to the Head of Procurement, State Department for Public Service, through email address tenders@psyg.go.ke in order to receive clarifications or communication where necessary.

A complete tender document may also be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000 in cash or Banker's cheque payable to Principal Secretary, State Department for Public Service.

- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box situated on the 2nd Floor, Teleposta Towers so as to be received on or 2nd February, 2021 at 11:00 am.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for a hundred and twenty (120) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the SDPS Boardroom, 2nd Floor Telposta Towers.
- 1.7 Bidders are required to serialize all bid documents as per requirements of the Public Procurement and Asset Disposal Act (PPADA), 2015 clause 74(1)(i).

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

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

2.4. The Tender Document

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

- (a) Invitation to Tender;
- (b) Instructions to tenderers;
- (c) General Conditions of Contract;
- (d) Special Conditions of Contract;
- (e) Schedule of requirements;
- (f) Technical Specifications;
- (g) Tender Form and Price Schedules;
- (h) Tender Security Form;
- (i) Contract Form;
- (j) Performance Security Form;
- (k) Bank Guarantee for Advance Payment Form;
- (l) Manufacturer's Authorization Form; and
- (m) 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 SDPS will respond in writing to any request for clarification of the tender documents, which it receives not later than (7) days prior to the deadline for the submission of tenders, prescribed by the SDPS. Written copies of the SDPS 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 SDPS 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 SDPS, 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 SDPS, 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 SDPS, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

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

2.9 Tender Forms

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

2.10 Tender Prices

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

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

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

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

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

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

- (a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
- (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract; and

- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

- (a) A detailed description of the essential technical and performance characteristic of the goods;
- (b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the SDPS; and
- (c) A clause-by-clause commentary on the SDPS's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the SDPS 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 SDPS's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

2.14.1 The tender security shall be in the amount of 2 per cent of the tender price.

2.14.2 The tender security is required to protect the SDPS against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.

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

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the SDPS.

2.14.6 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

2.14.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the SDPS on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.27;
or
 - (ii) To furnish performance security in accordance with paragraph 2.28.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the SDPS, pursuant to paragraph

2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.16 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) Be addressed to the SDPS at the address given in the Invitation to Tender:
- (b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," Tuesday 2nd February, 2021 at 11:00 am.

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

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

2.18 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than Tuesday 2nd February, 2021 at 11:00 am.

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

2.19 Modification and Withdrawal of Tenders

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

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

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

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

2.19.5 The SDPS 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 SDPS 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 SDPS will open all tenders in the presence of tenderers' representatives who choose to attend, at the SDPS Boardroom, 2nd Floor, Telposta Towers.

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 SDPS, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The SDPS will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

2.21.2 Any effort by the tenderer to influence the SDPS in the SDPS'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 SDPS will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The SDPS 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 SDPS 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 SDPS's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the SDPS 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 SDPS 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 SDPS 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 SDPS 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 SDPS 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 SDPS will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) SDPS's Right to Vary quantities

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

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

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

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the SDPS 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 SDPS will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Negotiations

2.29.1 Negotiations will include a discussion of the Terms of Reference and implementation of the project. The agreed implementation plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget to ensure satisfactory implementation of the entire BCP solution.

2.29.2 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.29.3 The procuring entity shall appoint a team for the purpose of the negotiations.

2.30 Award of Contract

2.30.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those bidders who did not pass the technical evaluation.

2.30.2 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.

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

2.31 Performance Security

2.31.1 Within Thirty **(30)** days of the receipt of notification of award from the SDPS, 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 SDPS.

2.31.2 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 SDPS may make the award to the next lowest evaluated Candidate or call for new tenders.

2.32 Corrupt or Fraudulent Practices

2.32.1 The SDPS 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 Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish

tender prices at artificial non-competitive levels and to deprive the SDPS of the benefits of free and open competition;

2.32.2 The SDPS 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.

2.32.3 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

Reference to "Instructions to Tenderers"	Particulars of Appendix to "Instructions to Tenderers"
2.1.1	The firm must be an authorized and certified partner for the product (manufacturer) they wish to supply and deliver
2.7.1	The language to be used in all correspondence and documents related to the bids should be in English. Unless explicitly specified in the tender document, any printed literature provided by the tenderers in another language must be accompanied by an accurate English translation of the relevant passage.
2.10.2	Prices quoted on the Price Schedule shall include all costs of solution including taxes, insurances and delivery to the premises
2.10.3	Prices quoted shall be fixed during the tender's performance of the contract and not subject to variation on any account.
2.11.1	Prices shall be quoted in Kenya Shillings
2.14.1	A tender security in the form of a Bank Guarantee is required. The amount of Tender security required is 2% of the contract price
2.15.1	Tender Validity shall be a period of 120 days from the date of opening
2.17.1	The tenderer shall submit the original and copy of the tender in separate envelopes duly marked "Original" and "Copy". The envelopes shall be sealed in an outer envelope.
2.17.2	The inner and outer envelopes shall be address to THE PRINCIPAL SECRETARY, STATE DEPARTMENT FOR PUBLIC SERVICE, P.O BOX- 30050-00100, Nairobi bearing the tender number and name

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the SDPS'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 SDPS in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

3.6 Patent Rights

- 3.6.1 The tenderer shall indemnify the SDPS against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the SDPS's country

Performance Security

- 3.6.2 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the SDPS the performance security in the amount specified in Special Conditions of Contract.
- 3.6.3 The proceeds of the performance security shall be payable to the SDPS as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.4 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the SDPS and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the SDPS, in the form provided in the tender documents.
- 3.6.5 The performance security will be discharged by the SDPS and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.7 Inspection and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and

production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

3.8 Packing

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

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

3.9 Delivery and Documents

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

3.10 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

3.17 Liquidated Damages

- 3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The SDPS and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC.

Reference of GCC	Special Conditions of Contract
3.7.1 Performance Security	Performance security required will be 2% of the contract value. Must be in form of bank guarantee valid in Kenya.
3.12.1 Terms of Payment	Payment shall be made after full delivery and installation of solution as prescribed in the contract.
3.13.1 Prices	The prices offered shall be fixed for the period stated in the Tender Invitation.
3.18.1 Resolution of Disputes	In case of a dispute between the SDPS and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

SECTION V TECHNICAL SPECIFICATIONS

5.1 Introduction

5.1.1 This document presents specifications for the supply, installation and commissioning of ICT infrastructure for the operation of the Government's Human Resource Management Information System (GHIRS). Infrastructure in this case refers to:

- (a) Computing equipment hardware including Compute (CPU and Memory), Network and Storage;
- (b) Networking and communication infrastructure; and
- (c) Associated hardware and software components relevant for the effective and efficient management of the GHRIS.

5.1.2 The document outlines the design and specifications of this infrastructure.

5.2 Context

5.2.1 The State Department for Public Service (SDPS) in the Ministry of Public Service, and Gender was created to provide policy and operational direction as well as norms and standards in the management of the Public Service. Specific roles of the SDPS include overseeing the implementation of Human Resource Information Systems and Services across all Government.

5.2.2 Through the SDPS, the GoK is upgrading its Human Resources Management Information System (GHRIS). The upgrade will cover both the software application – which will see the expansion of automation across the full HRM cycle, and the hardware and infrastructure platform.

5.2.3 More than one hundred and eighty (180) public institutions use the current GHRIS application. The main source of payroll data to GHRIS is from the Integrated Payroll and Personnel Database (IPPD). The IPPD is also the main source of payroll data to other systems such as IFMIS, iTax, and Budget system, among others, which are used closely with the GHRIS to support the human resources management processes.

5.2.4 The current GHRIS installation has had several shortcomings including slow response times especially in the face of growing user needs and application demands overtime. Other shortcomings include risk to business continuity with the limited redundancy.

5.3 The proposed GHRIS Infrastructure Upgrade

5.3.1 This tender is focused only on the infrastructure aspects of the upgrading GHRIS. The upgraded infrastructure is expected to address the current short-

comings; it is expected to provide high-responsiveness, high availability and sufficient redundancy to mitigate against failure.

5.3.2 It will be based on a highly available centralized architecture – so that it is accessed over internet and used by all public institutions, which includes Ministries, State Departments, Counties, Independent Commissions and State Corporations. Between 600,000 and 1,000,000 staff from all public institutions are estimated to be served directly by the GHRIS after its implementation.

5.3.3 The hardware upgrade is expected to support the following application requirements:

- (a) Increased user-base accelerated by the increased use of ICT technology in various functions such as in Human Resource Management;
- (b) Improved ICT service delivery and efficient management of the SDPS's ICT resources.

5.4 Project Objectives

5.4.1 The objective of this project is to upgrade the ICT infrastructure to enable the SDPS to fully develop, implement, maintain and support the GHRIS covering the full cycle of the GoK human resource function (from recruitment to separation) and with access to all public institutions.

5.4.2 The ICT infrastructure shall deliver a reliable, available, scalable, and secure solution that enables growth without business interruption.

5.4.3 In particular, the proposed ICT infrastructure will meet the following objectives:

- (a) Creation of a high-performance computing hardware infrastructure based on hyper converged solution providing shared server and storage resources services;
- (b) Data Protection/ Backup of the entire GHRIS system using disk based backup;
- (c) Help to protect valuable GHRIS data resources and services and help to ensure maximum application availability by providing a resilient network, server and storage infrastructure that supports security and business continuance goals;
- (d) Increase system manageability by consolidating and virtualization of servers and storage systems and streamlining operations. This will optimize IT productivity and resource utilization and therefore reduce TCO; and

- (e) Support growth with a scalable and adaptive network infrastructure that enables business agility, data center automation, and supports emerging technology adoption.

5.4.4 The upgraded infrastructure is expected to offer high availability, virtualization of the various High Performance Computing (HPC) tiers and continuous operations as follows:

- (a) **High availability:** the infrastructure is expected to provide access to applications regardless of local failures, whether they are in the business processes, in the physical facilities, or in the IT hardware or software. From an IT standpoint, high availability is often provided by reliable, redundant hardware (N+N / N+1) and software, often running on server clustering solutions that work within the operating systems and coupled with the hardware infrastructure to remove single points of failure.
- (b) **Load Balancing:** the infrastructure is expected to provide a methodical and efficient distribution of network and/or application traffic across multiple servers in a server farm. Except as the Supplier will have designed otherwise, each load balancer will be expected to sit between client devices and backend servers receiving and then distributing incoming request to any available server capable of fulfilling them.
- (c) **High-performance computing (HPC):** the infrastructure must be configured for HPC providing, unless otherwise demonstrated, use of parallel processing for running advanced application programs efficiently, reliably and fast.
- (d) **Virtualization:** the infrastructure must provide virtualization capability - enabling the pooling together of resources (servers, network devices and network storage) to offer more computing power to users. This is described in detail later in the document.
- (e) **Data Protection:** The infrastructure must include and support a backup solution with minimal backup window and should not affect the performance of the application.
- (f) **Continuous operations:** the infrastructure must provide ability to keep things running when everything is working properly, that is, where you do not have to take applications down merely to do scheduled backups or planned maintenance. Continuous operations technologies provide the ability to perform repeating, ongoing, and necessary infrastructure actions, while still maintaining high availability.

5.4.5 This proposal seeks to create an ICT infrastructure design and solution that will largely realize the concepts outlined above.

5.5 Project Scope

5.5.1 This project is for the supply, installation, configuration, testing, and commissioning of an ICT hardware and related software solution, also hereinafter referred to as "the GHRIS Solution" to be installed at a hosting site to be identified by SDPS. In addition, the bidder will be expected to train the technical staff to be able to operate the system and act as the first line of response to various technical issues.

5.5.2 The scope will consist precisely of the following components:

- (a) Providing a detailed technical design of the infrastructure solution for the GHRIS. Bidders will be provided with access and any additional information to prepare solutions designs to be included in their bids;
- (b) Supply, install, configure, test and commission of all hardware based on the approved technical design;
- (c) Supply, install, configure and test network and communication infrastructure components;
- (d) Supply, install, configure, text and commission other accessories and components – including but not limited to power and air-conditioning equipment;
- (e) Test and Commission the entire solution as one; and
- (f) Training of technical staff on the use, support and maintenance of the infrastructure.

5.5.3 The Bidder shall ensure proper inter-working of all the systems as stipulated in the objectives. The Bidder shall indicate and quote for any additional component, equipment, facility or service that might be necessary for the overall project implementation, which is not indicated explicitly in this document.

5.6 Deliverables

5.6.1 The Bidder will provide the following deliverables:

- (a) A Project Plan;
- (b) A detailed technical design of the infrastructure solution demonstrating adequacy to meet the GHRIS business requirements described in the sections above;

- (c) Delivery, installation, configuration, testing and commissioning of all hardware, network and communication infrastructure components, accessories and other components;
- (d) Configuration documents for all components of the approved design, in deliverable (a) above;
- (e) Acceptance Test documents for all components of the approved design, in deliverable (a) above;
- (f) As-built design documents;
- (g) User and technical operational manuals for the installed components;
- (h) Technical Training (Operations and Support) of at least 5 staff members, training manuals and training report; and
- (i) Final Testing and Commissioning of the entire solution as whole.

5.7 Evaluation Criteria

(a) Preliminary Requirements (mandatory)

STAGE 1

S/no	Documents to Submit (Stage-1 – Preliminary Requirements)	Yes/No
1.	Copy of valid Certificate of Registration / Incorporation.	
2.	Copy of valid PIN / VAT certificate.	
3.	Copy of valid Tax Compliance Certificate.	
4.	The firm must have a physical address and administrative office (Attach copy of lease agreement from landlord)	
5.	Duly filled and signed Form of tender in the format provided	
6.	Duly filled Confidential Business Questionnaire in the format provided	
7.	Duly filled Price Schedule in the format provided	
8.	Dully filled and signed Site visit form by the appointed SDPS representative.	
9.	A copy of Valid Business Permit	
10.	A Declaration Statement of non-engagement in any corrupt or fraudulent practice, must be filled and signed.	
11.	A declaration of a non-debarment from participating in procurement proceedings. Must be filled and signed.	

STAGE 2

S/no	Compliance (Stage-2 – Preliminary Requirements)	Yes/No
1.	Must submit soft copy product manual with cross references clearly paged for easy reference to Email: procurement.sdps@psyg.go.ke Note: The solution proposed should be from single OEM.	
2.	The firm must be an authorized and certified partner for the product (OEM) they wish to supply and deliver.	
3.	Must provide OEM partnership Certificate and Manufacturer Authorization Letter	

NB: Only Bidders who are Responsive to all the Requirements will proceed to **Technical Evaluation**.

(b) Preliminary Evaluation- (stage 2 minimum requirements)

Note to Bidders:

- (i) Answer each element in as much detail as necessary to deepen our understanding of the proposed solution. To eliminate misunderstandings, use complete sentences and avoid "understood" or "responsive" or "complied" subjects and objects;
- (ii) Any bidder who is not responsive to any of the Mandatory Requirements will be eliminated from the entire evaluation process;
- (iii) The Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross reference should be indicated in the column "Detailed explanation with cross-reference/evidence". Bidder are highly discouraged from making general references to the attached documentation, evidence and or manual;
- (iv) One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements. And
- (v) Only bidders who score an average of 85% in each section below will proceed to the next section of the Evaluation.

SECTION VI SCHEDULE OF REQUIREMENTS

6.1 Introduction

6.1.1 This section is divided into eight (8) areas covering:

- (a) Proposed Solution Diagram;
- (b) HCI Solution for hosting applications;
- (c) Integrated Backup Solution for Data Protection of key applications;
- (d) 10/25 Gbe Switches for integrating all components;
- (e) Windows Server Data Center licenses to support all nodes;
- (f) Windows SQL Enterprise Licenses to support 2 SQL Databases;
- (g) Load Balancers; and
- (h) Single Intelligent 42U APC rack.

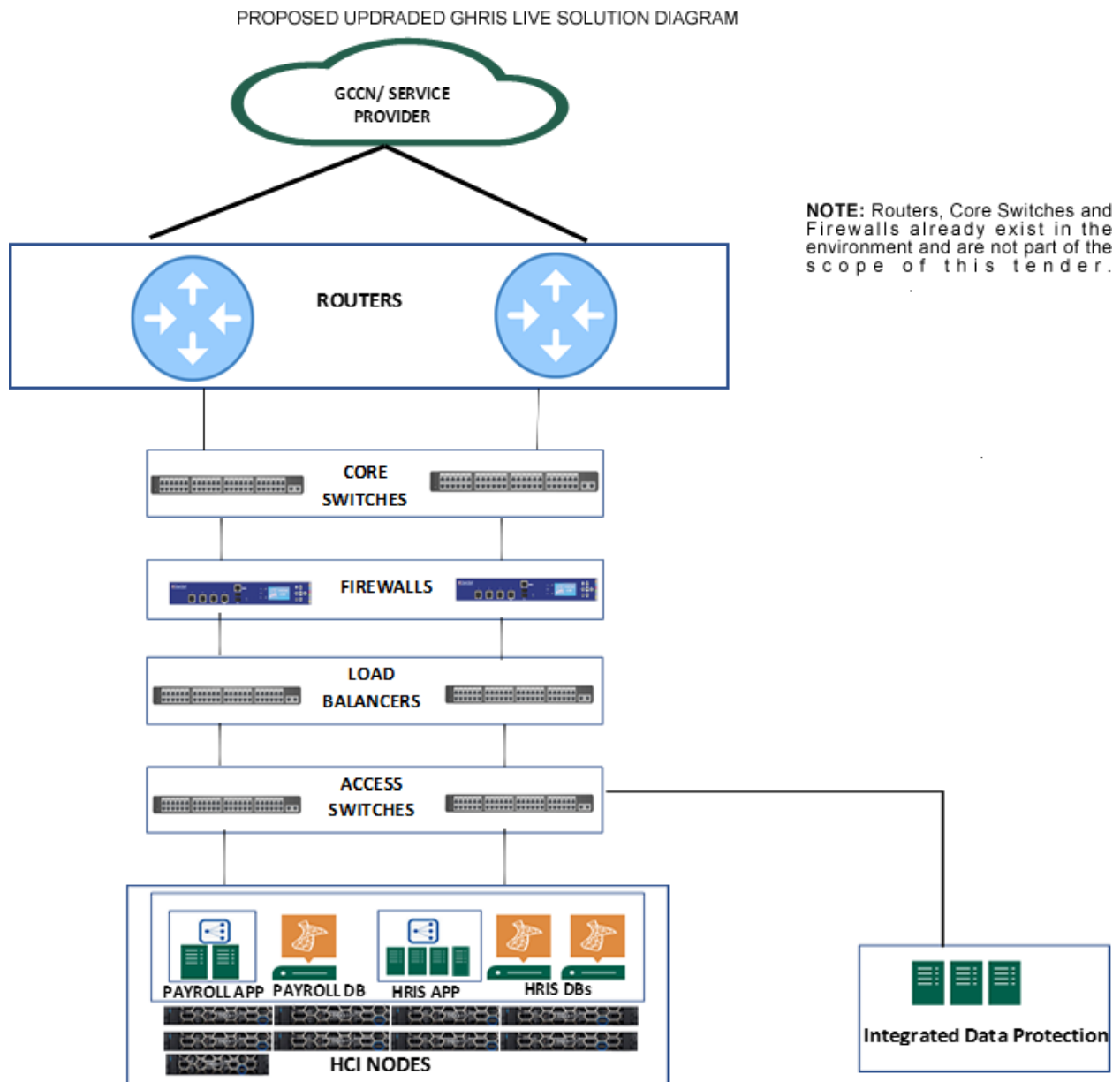
NB:

- (a) All items must come with 3 years Original Equipment Manufacturer support (mandatory).
- (b) Bidders must provide a Manufacturers Authorization Form (mandatory).
- (c) All hardware items (HCI, Backup, Switches and Load Balancers) must come from a single Original Equipment Manufacturer to support integration and single vendor support (mandatory).
- (d) Bidders to include Original Equipment Manufacturer services (mandatory).
- (e) Bidders to include Original Equipment Manufacturer training for 5 users.
- (f) Bidders must provide an annual maintenance contract (Bidders to share their various SLAs options).
- (g) Bidders must include references and data sheets in their responses.
- (h) The HCI Solution should use NVMe drives end-to-end (mandatory).

6.1.2 The bidders should include the components listed in paragraphs 6.2 through 6.9.

6.2 HCI Proposed Solution Diagram

6.2.1 The following is the minimum design outlook of the proposed solutions



6.3 Hyper Converged Infrastructure (HCI)

6.3.1 **Why HCI?** SDPS intends to acquire a Hyper Converged Solution (HCI) to be used for hosting HRM-related applications, thereby accruing the following technology benefits:

- (a) **Integration** – of computing power, memory capacity and disk storage space;
- (b) **Simplicity** – of installation and management; and
- (c) **Scalability** – of capacity and power (up and out).

Feature	Specifications (HCI)	Complied? (yes / no)	Compliance Support Information
Market Leadership (mandatory)	The Hyper converged Solution Vendor must be located in the Leader’s Quadrant of Gartner Magic Quadrant for Hyper Converged Infrastructure for at least the last 2 years (since the launch of the quadrant) (from February 2018 and 2019)		
Integrated Solution (mandatory)	Solution must come from the factory with the hypervisor preloaded in order to minimize launch times		
Integrated Solution	Solution must be jointly engineered with hypervisor vendor for a unified extension of the virtualized environment		
Integrated Solution (mandatory)	Solution must be constituted as a single product consisting of hyper-converged nodes, Server virtualization, Storage virtualization (SDS), network connectivity, management system, and support must be delivered in a unified way with a single support contract authorized to take support calls for both the hardware and software on the appliance.		
Bundled Software	Solution must include the following software, which must be integrated into the core licensing bundle on the system: <ol style="list-style-type: none"> 1. Software Defined storage software 2. The virtualization management software 3. The Log management software to collect and analyze all types of machine-generated log data 		
Software defined storage software Features	Flash Read/Write Caching		

Feature	Specifications (HCI)	Complied? (yes / no)	Compliance Support Information
	Storage Policy Based Management (per VM management)		
	Replication		
	Deduplication and Compression		
	Should be integrated into the virtualization layer kernel thus no Controller Virtual Machine to avoid performance issues (mandatory)		
	Solution must support RAID 5 and RAID 6 Erasure Coding data protection on all flash node configurations. (mandatory)		
Data Security	Software Based Encryption		
Storage Management	Solution must have a storage system managed via policies vs RAID Groups/LUNs/File shares to handle features such as performance level and service quality with virtual disk granularity.		
Server Virtualization Software	The product MUST be in the leader's quadrant in Gartner's Magic Quadrant for x86 Server Virtualization Infrastructure		
	The Virtualization platform must have over 10 years in active production environments		
	The solution must support Hot-adding resources to applications VMs e.g. vCPU, vRAM Hot-plug/extend virtual disk, NICs etc.		
	Include Virtualization licenses to cover all CPUs		
	Should Allow for load balancing across hosts, and optimize power consumption by turning off hosts during periods of reduced demand		
	The virtualization solution must support LIVE virtual machine migration.		

Feature	Specifications (HCI)	Complied? (yes / no)	Compliance Support Information
	Required Support Level – 3 years manufacturer’s Premium Support (24-7)		
Overall Solution (mandatory)			
Quantity (mandatory)	<i>7 Nodes Total with 4 nodes for applications and 3 nodes for Databases</i>		
Application Nodes	Solution proposed shall be comprise of 4 nodes each node in a 1U factor		
Application Node CPU (mandatory)	2 * INTEL CPU GOLDD 6252 2.1G, 24C/48T		
Application Node Memory (mandatory)	8 * 128 GB LRDIMM per Node		
Application Node Network (mandatory)	4 * 10GB SFP+		
Application Node NVMe Cache Drives (mandatory)	2 * 1.6TB NVME Cache		
Storage Type (mandatory)	The HCI should only support NVMe drives		
Application Node NVMe Capacity (mandatory)	NVMe Storage 6 * 3.84 TB NVMe SSD Drives per Node (or equivalent)		
Database Nodes	Solution proposed shall be comprise of 3 nodes each node in a 2U factor and should be in the same cluster as Application Nodes		
Database Node CPU (mandatory)	4 * INTEL CPU PLATINUM 8276 2.35G 28C/56T		
Database Node Memory (mandatory)	16 * 128 GB LRDIMM per Node		

Feature	Specifications (HCI)	Complied? (yes / no)	Compliance Support Information
Database Node Network (mandatory)	4 * 10GB SFP+		
Database Node NVMe Cache Drives (mandatory)	2 * 1.6TB NVME Cache		
Storage Type (mandatory)	The HCI should only support NVMe drives		
Database Node NVMe Capacity (mandatory)	NVMe Storage 6 * 3.84 TB NVMe SSD Drives per Node (or equivalent)		
Scalability	Solution must be able to handle expected and unexpected growth easily, cost-effectively, and with minimal disruption to business activities by adding nodes and drives without taking the cluster offline.		
QOS (Quality of Service)	Solution must provide quality of service (QoS) on a per-VM (Object) basis, meaning IOPS threshold limits can be set as a part of the VM level policies that can be dynamically changed.		
Replication	Replication, with pre-loaded licenses to replicate at least 20 VMs		
	Replication to be managed from same GUI as Virtualized servers (Centralized Management)		
	To Support Point In Time Copies		
	Solution must have the capacity to replicate virtual machines to an external system based on the same hypervisor. The external system may or may not be hyper-converged, made by the same manufacturer or a third party (mandatory)		
Support (mandatory)	The manufacturer of the Solution must provide a single point of		

Feature	Specifications (HCI)	Complied? (yes / no)	Compliance Support Information
	contact direct telephone and issue resolution service delivered by a unified support center, which must assist with all issues associated with network, hardware, storage and virtualization components.		
	Required Support Level – 3 years manufacturer’s Premium Support (24-7)		
	Solution must have predictive failure analytics with proactive alert notifications.		
System Management	Solution must have an integrated GUI console that performs functions related to the hardware, such as the provisioning of new nodes, upgrading system patches, checking the status of the system and shutting down the system.		
Training	Training for 5 people to cover the HCI solution and the Virtualization software		
Installation	Manufacturer’s onsite installation services must be included		

6.4 Integrated Data Protection

6.4.1 SDPS intends to deploy an enterprise class data protection solution strategy to address data protection challenges for the VDI environment more specifically the Management VDI Virtual Machines. Here are the key areas that SDPS seeks to benefit from, as part of this project:

- (a) Have an end to end data protection solution for backup/recovery operations (integrated hardware and software);
- (b) Maintain efficiency through market-leading deduplication technology; and
- (c) Ensure services continuity.

Feature	Specifications (Integrated Data Protection)	Complied? (yes / no)	Compliance Support Information						
Integrated Data Protection appliance (mandatory)	Including Backup Software with unlimited agents and options								
	Including protection Storage								
	Including Replication								
	Quantity of appliances: 1								
	36 TB Usable Capacity, scalable to 96 TB of Usable capacity								
Integrated Hardware Requirements (mandatory)	Dual-Processor Xeon								
	256 GB RAM								
	240 GB BOSS Card								
	8 * 10 Gb SFP+								
	2 * 1Gbe Ethernet ports								
Dual 1100W Power Supplies									
	Application / Operating System Support (mandatory)	Solution must support Physical servers, Databases, Desktop and Laptops, VMware as well as Hyper-V integration providing fast backups and recoveries							
			Converged Features (mandatory)	Proposed solution is expected to deliver converged data protection, including protection storage, protection software, search, and advanced monitoring and analytics					
					Instant VM Boot (mandatory)	Proposed solution must be flash-powered for metadata acceleration and instant VM boot operation			
							Market Leadership	The proposed solution must come from a vendor that has more than 50% Market share on purpose-built deduplication appliances. Please provide proof	
Integration (mandatory)									The proposed solution must come as integrated Data protection appliances that includes both Hardware, Storage and Software
	Form Factor (mandatory)	The proposed integrated Appliances must come in a 2U Factor.							

Feature	Specifications (Integrated Data Protection)	Complied? (yes / no)	Compliance Support Information
Hypervisor Support	Solution should support virtual platform like VMWare, Citrix Xen Server and Hyper V etc		
Deduplication	The proposed solution must be able to de-duplicate backup data globally across sites, desktop, laptops and servers, applications and databases		
Management (mandatory)	The proposed solution must have centralized management providing Intuitive, web-based interface, At-a-glance dashboards, Capacity reporting and alerting		
Reporting (mandatory)	The proposed solution must provide robust integrated reporting		
Backup Integrity Management (mandatory)	System must have a Data Invulnerability Architecture, which ensures backup data is always invulnerable to malicious changes or corruption. This must be part of the Deduplication appliance operating system software. Please provide proof of your data integrity check mechanism via a whitepaper		
	All data blocks must be checked for consistency		
	The deduplication system must actively verify RAID stripe integrity as part of its integrity management		
Training	Training for 5 people		
Support	3 Year Premium OEM Support		
Installation	OEM Vendor Installation		

6.5 Connectivity Switches

6.5.1 The proposed solution shall include the Network Switches, tabulated below, to ensure connectivity across the whole environment.

Feature	Specifications (Connectivity Switch)	Complied? (yes / no)	Compliance Support Information
Quantity	2 pieces		
Connectors	Switch must be capable of 10/25/100 GbE and have the following inbuilt ports active: <ul style="list-style-type: none"> • 48x10GBase • 4x10/25/40/50/100Gb • 1 RJ45 console and management port with RS232 signaling 		
Interface	I/O Panel to PSU Airflow		
Cooling	Fresh-Air Cooling up to 44C degrees inlet temperature or higher		
Throughput	Switch Fabric Capacity: 3.5Tbps minimum		
Buffering	Packet Buffer Memory: 16MB minimum		
Open-Source	Supports the open source Open Network Install Environment (ONIE)		
Connectivity	16 x 10GbE SFP+ SR Transceivers per switch		
	20 x LC-LC OM4 cables 5 Meters per switch		
Support	3 Year Premium OEM Support		
Installation	OEM Vendor installation		

6.6 Rack Infrastructure

6.6.1 The Hyper Converged infrastructure will mounted in a Rack. The features are as follows

Feature	Specifications (Rack Infrastructure)	Complied? (yes / no)	Detailed Explanation with Cross-Reference / Evidence
Rack Infrastructure	42U Intelligent Rack to hold the infrastructure.		

6.7 Platform Software (Windows Server Data Center Licenses)

6.7.1 Bidder shall include Windows Server Data Center Licenses that will allow the SDPS to create as many virtual Windows Servers on the HCI solution.

Feature	Specifications (Windows DC)	Complied? (yes / no)	Compliance Support Information
Windows Licensing (mandatory)	Windows Server Data Center 2019 Licensing to cover all the cores in the HCI solution		

6.8 Platform Software (Microsoft SQL Enterprise Licenses)

6.8.1 Bidder shall include Microsoft SQL Enterprise Licenses that will allow the SDPS to create multiple databases on the HCI solution.

Feature	Specifications (MS-SQL)	Complied? (yes / no)	Compliance Support Information
Microsoft SQL 2019 Enterprise Licensing (mandatory)	The solution should be licensed to cover 2 * Windows Server Databases		

6.9 Load Balancers

6.9.1 A load balancer will be installed to manage traffic getting to application nodes. The features are as follows:

Feature	Specifications (Load Balancers)	Complied? (yes / no)	Compliance Support Information
Key Hardware Specs (mandatory)	Intel Xeon E3-1275 @ 3.8GHz, 4C/8T, 32GB (RAM), 2 x 500GB HDD (RAID 1), 2 x 450W Hot Swop Redundant PSU's, 4 x 10 Gbps Fiber Ports (SFP+), 16 x 1 Gbps Ethernet Ports, 15 Gbps Application throughput (Layer 7), 12,000 SSL TPS (2K Keys), 175,000 Layer 7 HTTP requests/sec, 262,500 Concurrent Layer 7 Connections (OR EQUIVALENT)		

Feature	Specifications (Load Balancers)	Complied? (yes / no)	Compliance Support Information
Load Balancing (mandatory)	Server Load Balancing (SLB) for TCP/UDP based protocols		
Session Management	Session reconnection for Microsoft RDS		
Web Application Firewall (mandatory)	WAF with DDoS mitigation, including L7 rate-based attacks		
Inter Site Load Balancing (mandatory)	Geographical/Site-to-Site Load Balancing Capabilities		
Management	Centralized Management Utility and 24/7 Remote Managed Services by Vendor		

6.10 Technical Evaluation

6.10.1 This section will evaluate company profile in a view to gauge their capability to carry out the project.

Feature	Minimum Requirements (Technical Evaluation)	Score (100 Tot)
Firm's profile and Experience	a) Number of years the firm has been in similar business. Each year at 4 marks, maximum (3 marks)	12 marks
	b) Documentary evidence of similar assignment undertaken in the last three (3) years / reference from at least three (3) clients. Each @ 5 marks	15 marks
Qualification of Technical Staff	Provide CVs & copies of Certificates of at least 2 technical staff (3 marks each, Total 6 marks) with at least 3 years' experience in similar assignment (Each Year of Experience at 4 marks. Total 12 marks).	18 marks
Supervisory Personnel	Qualifications and experience of key site management and technical personnel proposed for the Contract	12 marks
Reference sites	The bidder MUST demonstrate relevant previous experience in similar works. (3 marks) Provide proof of similar works done in the last 3 years (attach documentary evidence from at least 3 clients, signed by the clients) 7 marks per ref site	21 marks

Feature	Minimum Requirements (Technical Evaluation)	Score (100 Tot)
Financial Stability	a) Provide evidence of access to financial funding to facilitate this contract (either a bank statement showing a healthy balance or financial institution undertaking to fund you if awarded the contract (10 or 0 marks)	10 marks
	b) Audited accounts for the last three (3) years; 2017, 2018 & 2019. Each year @ 3 marks = 9	9 marks
Warranty Policy	Highlight warranty in terms of duration, coverage, initialization dates, exclusions, disclaimer and limitations for spare parts supplied and services rendered @ 3 marks	3 marks
Total		100 marks

6.10.2 **Note:** Total score for Technical Evaluation is 100 marks. Only bidders who score 70 marks and above will move to Financial Evaluation. Those who score below 70 marks will be dropped out at this stage.

6.11 Financial Evaluation

6.11.1 .The Financial Evaluation Stage will carry a maximum of 20%.

Feature	Minimum Requirements (Financial Evaluation)
Tech Score	Financial Evaluation will be subjected to bidders scoring at least Seventy (70) marks on technical evaluation.
Pricing	Financial Evaluation will be based on the lowest offer price.
Awarding	Award Criteria will consider the bidder with the lowest evaluated price.

PRICE SCHEDULE FOR GOODS

Name of tenderer _____

Tender Number _____

S/no.	Item description	Unit	Unit Price	Total Costs	Days to Deliver	Brand	Remarks
1.	Hyper converged Infrastructure (HCI) Solution(7 nodes as per specifications) (inclusive of virtualization software, 3 Years Premium OEM Support and OEM Installation)	1					
2.	Integrated Data protection Appliance (inclusive of 3 Years Premium OEM Support and OEM Installation and configuration)	1					
3.	Connectivity Switches (inclusive of 3 Years Premium OEM Support and OEM Installation)	2					
4.	Windows Server Data Center 2019 Licenses(installation and configuration)	7					
5.	Microsoft SQL Enterprise 2019 Licenses (installation and configuration)	3					
6.	Load Balancers	1					
7.	42U Intelligent Rack((Mounting and setup)	1					
8.	Certification Training for HCI Solution, Backup Solution and Virtualization Software for 5 people at an OEM training center (Travel costs to be included)	5					
9.	Server Nodes Antivirus	7					
10.	Addition cost (Tabulate)						

Note: 1. In case of discrepancy between unit price and total, the unit price shall prevail.

2. Price quoted should be inclusive of all taxes and

Authorized Official: _____

Name

Signature

INTEGRITY DECLARATION

I/We/Messrs..... of.....
Street/avenue, Building, P. O. BoxCode, of..... (Town),
(Nationality), Phone..... E-mail declare that Public
Procurement is based on a free and fair competitive tendering process which should
not be open to abuse.

I/We..... Declare that I/We
will not offer or facilitate, directly or indirectly, any inducement or reward to any public
officer, their relations or business associates, pursuant to Section 62 of the Public
Procurement & Asset Disposal Act, 2015, in connection with

Tender name:

Tender No.

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this..... day of 20.....

Authorized Signature..... Official Stamp.....

Name and Title of Signatory

NON-DEBARMENT STATEMENT

I/We/Messrs..... of
Street/avenue, Building, P. O. BoxCode, of (town),
..... (Nationality), Phone E-mail declare that
I/We /Messrs are not debarred from
participating in public procurement by the Public Procurement Oversight Authority
pursuant to Section 62 of the Public Procurement & Asset Disposal Act,
2015

Dated this day of 20.....

Authorized Signature..... Official Stamp.....

Name and Title of Signatory.....

SECTION VII SAMPLE STANDARD FORMS

Notes on the Sample Forms

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

7.1 FORM OF TENDER

Date: _____
Tender No: _____

To: STATE DEPARTMENT FOR PUBLIC SERVICE
P. O. Box 30050-00100 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 supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

<p>Part 1 – General: Business Name..... Location of business premises..... Plot No..... Street/Road Postal Address Tel No.FaxE mail..... Nature of Business Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs..... Credit Period..... Name of your bankers Branch</p>																					
	<p>Part 2 (a) – Sole Proprietor Your name in full Age Nationality Country of origin Citizenship details</p>																				
	<p>Part 2 (b) Partnership Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Citizenship Detail</th> <th style="text-align: center; border-bottom: 1px solid black;">Name</th> <th style="text-align: center; border-bottom: 1px solid black;">Shares</th> <th style="text-align: center; border-bottom: 1px solid black;">Nationality</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Citizenship Detail	Name	Shares	Nationality	1.	2.	3.	4.
Citizenship Detail	Name	Shares	Nationality																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company- Nominal Kshs..... Issued Kshs..... Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Name</th> <th style="text-align: left; border-bottom: 1px solid black;">Nationality</th> <th style="text-align: left; border-bottom: 1px solid black;">Citizenship Details</th> <th style="text-align: left; border-bottom: 1px solid black;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship Details	Shares																		
1.																		
2.																		
3.																		
4.																		
<p>Date Signature of Candidate</p>																					

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

7.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*](hereinafter called "the tenderer") has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*](hereinafter called "the Tender")KNOW ALL PEOPLE by these presents that WE of having our registered office at.....(hereinafter called "the Bank"), are bound unto SDPS (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)

7.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

7.5 PERFORMANCE SECURITY FORM

To STATE DEPARTMENT FOR PUBLIC SERVICE

WHEREAS [name of tenderer] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 __ to supply.....[description of goods] (hereinafter called "the Contract").

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To STATE DEPARTMENT FOR PUBLIC SERVICE

[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]

7.7 MANUFACTURER’S AUTHORIZATION FORM

To STATE DEPARTMENT FOR PUBLIC SERVICE

WHEREAS[*name of the manufacturer*] who are established and reputable manufacturers of [*name and/or description of the goods*] having factories at [*address of factory*] do hereby authorize [*name and address of Agent*] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [*reference of the Tender*] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[*signature for and on behalf of manufacturer*]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

7.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.9 FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- Etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with The Principal Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

STATE DEPARTMENT FOR PUBLIC SERVICE



SITE VISIT FORM

Name of the Bidder.....

AREA	DETAILS	PLEASE TICK (✓) IF VISITED

This is to certify that the named bidder visited the station and has been shown all the areas as required in the tender document.

SDPS Rep. Name: Signature: Date:

Official Stamp

Contractors Rep: Name:Signature: Date:.....

Official Stamp