



KENYA DAIRY BOARD

TENDER DOCUMENT

TENDER NAME: SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF ENTERPRISE SERVER AND STORAGE EQUIPMENT

TENDER NO.: KDB/G/108/20/13614

ISSUED ON: 20TH NOVEMBER 2020

SUBMISSION DEADLINE: 30TH NOVEMBER 2020 AT 11.00 AM

PROCURING ENTITY:
Kenya Dairy Board (KDB)
Bishop Road,
P.O. Box 30406-00100
Nairobi, Kenya`
Phone: (020)3569377/341302
Mobile: 0722573432 / 0733521438
E-mail: procurement@kdb.co.ke,

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SECTION I. INVITATION TO TENDER

KENYA DAIRY BOARD (KDB)

Invitation to Tender (ITT)

Date: 20th November, 2020

Invitation NO: **KDB/G/108/20/13614;**
Nairobi, Kenya

- 1. Cloud Productivity Solutions**
Commodore Office Suite 2F, Kindaruma Rd
P.O. Box 58656-00100
Nairobi, Kenya
Tel: 0716259017
Email: info@cloudproductivity-solution.com

- 2. Specicom Technologies**
7th Floor,CORNER HSE,
Mama Ngina St
PO Box 4428-00100,
Nairobi – Kenya
Tel: 020-2025854
Email: sales@specicom.co.ke

- 3. Unicom Limited**
P.O Box 17740-00500
Nairobi Kenya
Tel: 0723874669
Email: reception@equip.co.ke

- 4. MFI Technologies**
P.O Box 10600-00200
Aryan Center Mombasa Road
Tel: +254 20 325 1000/1111/1333/1414
Email: lkungu@groupmfi.com

5. Dimensions Data Solutions Limited

P.O Box 30293-00100
Landmark Plaza
Nairobi, Kenya
Mobile No 020-4993000
Email: Enquiries.ke@dimensiondata.com

6. Secure Info Limited

P.O Box 7163-00300
Nairobi, Kenya
Mobile No.:0721746589
Email: info@secureinfo.co.ke

7. Innovative Technologies Africa Limited

P.O Box 2002-00200
Nairobi, Kenya.
Mobile No.:0799529298
Email: mgr@ital.co.ke

8. Atlantics Technologies

5th floor - Top Plaza, off Ngong road, Kilimani, Nairobi.
P.O Box 473-00100
Nairobi, Kenya.
Mobile No.:020-5132100
Email: info@atlancis.com

9. Sunbeam Computer Systems E.A. Limited

P.O Box 9628-00100
Nairobi, Kenya.
Mobile No.: 020317629
Email: sunbeamcomputersystems@gmail.com

10. Pong Agencies Limited

Madonna House, Madonna House Annex, 2nd Floor - 206 Westlands Road, Westlands
P.O Box 60087-00200
Nairobi, Kenya.
Mobile No.: +254 727877484
Email: info@pongkenya.co.ke

11. Copy Cat Limited

P.O Box 49872-00100
Nairobi, Kenya.
Mobile No.: 0203970220
Email: info@copycatgroup.com

12. TechBiz Limited

P.O Box 49459-010100
Nairobi, Kenya.
Mobile No.: 020-222-1234/6
Email: info@techbizinfotech.com

13. Tech Source Point Limited

P.O. Box 105087-00101
Nairobi Kenya
Mobile No: 020-2077600
Email: info@techsource.co.ke

14. SoulCo Kenya Limited

P.O. Box 26632-00100
Nairobi
Mobile No. 0731332374
Email: info.kenya@soulco.net

15. Kinde Engineering Works Limited

P.O. Box 691-00300
Nairobi
Mobile no: 0707151100
Email: engineering@kinde.co.ke

16. Top Choice Surveillance Limited

P.O. Box 1218-00618
Nairobi
Mobile No. 0717566877
Email: info@topchoice.co.ke

17. Intermass Technologies E.A Limited

P.O. Box 59242-00200
Nairobi
Mobile No.020-2228574/5
Email: intermasstechnologies@gmail.com

18. Symphony Technologies Limited

P.O. Box 14210-00800
Nairobi
Mobile No. 020-4455000
Email: sales@symphonytech.com.

RE: LETTER OF INVITATION

TENDER NAME: SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF ENTERPRISE SERVER AND STORAGE EQUIPMENTS

TENDER NUMBER: KDB/G/108/20/13614.

1. The Kenya Dairy Board invites sealed tenders for the Tender for Supply, Installation, Configuration and Commissioning of Enterprise Server and Storage Equipment.
2. This is a restricted tender and bidders are invited from the prequalified firms under TENDER NUMBER: MOICT/SDCIT/075/2018-2019 SUPPLY, DELIVERY & COMMISSIONING, REPAIR AND MAINTENANCE OF ENTERPRISE INFRASTRUCTURE SERVERS, STORAGE SYSTEMS, NETWORK SYSTEMS ETC) The Eligible candidates may obtain further information and inspect tender documents at our website www.kdb.go.ke.

**Managing Director
Kenya Dairy Board (KDB)
NSSF Building, Block A Eastern Wing, 10th Floor
Bishop Road Nairobi, Kenya
Phone: (020)3569377/341302
Mobile: 0722573432 / 0733521438
E-mail: procurement@kdb.co.ke,**

3. Please inform us in writing at the address shown above upon receipt and on or before **23rd November 2020 at 5.00 p.m. local time:**
 - (a) That you received the Letter of Invitation; and
 - (b) Whether you will submit a bid.
4. A complete set of tender documents will be sent to individual tenderer's e-mail as from 20th November 2020.
5. Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **120** calendar days from the closing date of tender.
6. The tender security shall **NOT BE APPLICABLE**. Tenderers shall complete and sign Tender Securing Declaration Form.
7. Completed tenders are to be enclosed in plain sealed envelopes marked with Tender name and Number as indicated above and deposited in the Tender Box at address below

or to be addressed to address below so as to be received on or before **30th November 2020 at 11:00 a.m. local time.**

**Managing Director
Kenya Dairy Board (KDB)
NSSF Building, Block A Eastern Wing, 10th Floor
Bishop Road,
Nairobi, Kenya
Phone: (020)3569377/341302
Mobile: 0722573432 / 0733521438
E-mail: procurement@kdb.co.ke,**

8. Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at **Kenya Dairy Board Boardroom Block A 11th Floor Eastern Wing.**

**MANAGING DIRECTOR
KENYA DAIRY BOARD**

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 procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

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 procuring entity, 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 be as specified in Appendix to Instructions to Tenderers.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

2.4. **The Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Specifications
- (vi) Schedule of requirements
- (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 Three (3) Days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective 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 Procuring entity, 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 Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 **Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2..2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

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

2.10 **Tender Prices**

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

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

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 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 Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 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 Procuring entity's satisfaction;

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

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 Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity'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 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 Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

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

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, 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 Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 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 tenders shall be submitted in both technical (3 copies) and financial proposals (2 copies), which shall be sealed in separate envelopes.

- 2.17.2 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.
- 2.17.3 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given on the Invitation to Tender.
 - (b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE *30th November 2020 at 11:00a.m.*”
- 2.17.4 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”.
- 2.17.5 If the outer envelope is not sealed and marked as required by paragraph 2.17.2-2.17.3, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than *30th November 2020 at 11:00a.m.*
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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 Procuring 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 procuring entity 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 procuring entity 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 Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on *30^h November 2020 at 11a.m.:*

The tenderers' representatives who are present shall sign a tender opening 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity 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 Procuring entity in the Procuring entity'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 Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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 quantify, 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 Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 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 on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

(c) Procuring entity's Right to Vary quantities

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

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

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

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 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 Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 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 Procuring entity.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 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 Procuring entity 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 Procuring entity 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 Procuring entity of the benefits of free and open competition;

- 2.31.2 The procuring entity 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.

2.32 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

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.20	The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on 30th November 2020 at 11a.m. at KDB Boardroom Block A 11 th Floor Eastern Wing
2.19.1	Particulars of eligible tenderers: Selected firms
2.19.2	<p>The address for clarification of Tender documents is Attention: Managing Director Kenya Dairy Board(KDB) NSSF Building Block A Bishop Road, Nairobi, Kenya Phone: (020)3569377/341302 Mobile: 0722573432 / 0733521438 E-mail: procurement@kdb.co.ke</p> <p>TENDER NAME: Supply, Installation, Configuration and Commissioning of Enterprise Server and Storage Equipment. TENDER NUMBER: KDB/G/108/20/13614</p>
2.19.3	The client will respond in writing to any request for clarification which he receives earlier than THREE (3) days prior to the deadline for the submission of tenders
2.19.4	The Language of all correspondence and documents related to the Tender is: English
2.19.5	The prices shall be FIXED
2.19.6	Alternative Tenders to the requirements of the Tender documents will NOT be permitted.
2.19.7	Prices shall be quoted in Kenya Shillings

2.19.8	Tender securing declaration form has been dully filled and signed by the tenderer																								
2.19.9	Tenders shall remain valid for a period of 120 calendar days after date of opening.																								
2.19.102.14.1	<p>The number of copies of the Tender to be completed and returned shall be: One (1) original and one (1) copy.</p> <p>This is a one envelope tender. All the proposals (technical and financial) should be in one envelope clearly marked the Tender Number without any indication of the name of the bidder.</p>																								
2.19.11	<p>1. PRELIMINARY/MANDATORY EVALUATION</p> <p>The evaluation shall adopt <i>YES/ No Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>The preliminary evaluation shall involve checking on Mandatory Requirements (MR) which include the following:</p> <table border="1" data-bbox="456 793 1422 1545"> <thead> <tr> <th data-bbox="456 793 1198 894">Parameters/Requirements</th> <th data-bbox="1206 793 1422 894">Compliance (Yes/No)</th> </tr> </thead> <tbody> <tr> <td data-bbox="456 905 1198 947">A copy of certificate of registration / incorporation</td> <td data-bbox="1206 905 1422 947"><i>Yes / No</i></td> </tr> <tr> <td data-bbox="456 957 1198 999">A copy of valid tax compliance certificate</td> <td data-bbox="1206 957 1422 999"><i>Yes / No</i></td> </tr> <tr> <td data-bbox="456 1010 1198 1052">A copy of Cr12</td> <td data-bbox="1206 1010 1422 1052"><i>Yes / No</i></td> </tr> <tr> <td data-bbox="456 1062 1198 1146">The bidder must provide Manufacturer Authorization Form for both active and passive equipment.</td> <td data-bbox="1206 1062 1422 1146"><i>Yes / No</i></td> </tr> <tr> <td data-bbox="456 1157 1198 1220">Tender securing declaration form has been dully filled and signed by the tenderer</td> <td data-bbox="1206 1157 1422 1220"><i>Yes / No</i></td> </tr> <tr> <td data-bbox="456 1230 1198 1293">Fill and sign the form of tender (with Bid validity 120 calendar days after date of opening).</td> <td data-bbox="1206 1230 1422 1293"><i>Yes / No</i></td> </tr> <tr> <td data-bbox="456 1304 1198 1367">Confidential Business Questionnaire (duly filled, signed and stamped)</td> <td data-bbox="1206 1304 1422 1367"><i>Yes / No</i></td> </tr> <tr> <td data-bbox="456 1377 1198 1419">Price Schedule form fully filled and signed</td> <td data-bbox="1206 1377 1422 1419"><i>Yes / No</i></td> </tr> <tr> <td data-bbox="456 1430 1198 1472">Filled and signed Self Declaration Forms</td> <td data-bbox="1206 1430 1422 1472"><i>Yes / No</i></td> </tr> <tr> <td data-bbox="456 1482 1198 1524">The tender has been submitted is serialized</td> <td data-bbox="1206 1482 1422 1524"><i>Yes / No</i></td> </tr> <tr> <td data-bbox="456 1535 1198 1598">The power of attorney for person(s) signing the tender(s) must be provided where applicable</td> <td data-bbox="1206 1535 1422 1598"><i>Yes / No</i></td> </tr> </tbody> </table> <p data-bbox="443 1545 1435 1682">Bidders must submit the documents above. At this stage, the tenderer's submission will be either responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p>	Parameters/Requirements	Compliance (Yes/No)	A copy of certificate of registration / incorporation	<i>Yes / No</i>	A copy of valid tax compliance certificate	<i>Yes / No</i>	A copy of Cr12	<i>Yes / No</i>	The bidder must provide Manufacturer Authorization Form for both active and passive equipment.	<i>Yes / No</i>	Tender securing declaration form has been dully filled and signed by the tenderer	<i>Yes / No</i>	Fill and sign the form of tender (with Bid validity 120 calendar days after date of opening).	<i>Yes / No</i>	Confidential Business Questionnaire (duly filled, signed and stamped)	<i>Yes / No</i>	Price Schedule form fully filled and signed	<i>Yes / No</i>	Filled and signed Self Declaration Forms	<i>Yes / No</i>	The tender has been submitted is serialized	<i>Yes / No</i>	The power of attorney for person(s) signing the tender(s) must be provided where applicable	<i>Yes / No</i>
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2.19.12	<p>TECHNICAL EVALUATION</p> <p>The following qualification requirements MUST be FULLY met by the tenderers in order to proceed to the next stage of financial evaluation. This evaluation shall be supported by detailed product data sheets. Any FAIL in any criteria shall result in overall FAIL.</p> <p>Compliance with Technical Specifications of :</p> <ul style="list-style-type: none"> i. Server Hardware ii. Shared Storage Hardware iii. SAN Switch Hardware iv. Embedded VMware Licensing v. LAN Switch Hardware vi. Migration of Data vii. Cabinet Rack Hardware viii. Training & Knowledge Transfer <p>As detailed in the technical specifications</p>
2.19.13	<p>FINANCIAL EVALUATION</p> <p>Tenders will be checked of errors, values and shall be ranked according to their evaluated price. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.</p>
2.19.14	Preference not applicable
2.19.15	Award Criteria: The bidder with the lowest evaluated bid but meets all requirements shall be considered for award.
2.19.16	Signing of contract by parties shall take place after lapse of 14 days from date of notification of contract award

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 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 Procuring entity 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 Procuring entity’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 Procuring entity 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 Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award or days specified in Special Conditions of Contract, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

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

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

3.9 **Packing**

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

3.10 **Delivery and Documents**

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

3.11 **Insurance**

- 3.11.1 The Goods 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 Procuring entity 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 Procuring entity's prior written consent

3.15 Subcontracts

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

3.16 Termination for default

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

to those undelivered, and the tenderer shall be liable to the Procuring entity 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 procuring entity 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.21 Notices

- 3.21.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.
- 3.21.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. 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	Not Applicable
3.12.1	Full Payment shall be made by the Procuring Entity upon complete and satisfactory execution of the contract.
3.12.2	Payment within 30 days upon complete and satisfactory execution of the contract.
3.13	No Price Variation
3.18.1	Chartered Institute of Arbitration (Kenya Branch)

SECTION V - SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 PARTICULARS

The Board requires:

A: Supply, Installation, Configuration and Commissioning of Enterprise Server and Storage Equipment - KDB/G/108/20/13614

SECTION VI- SCHEDULE OF REQUIREMENTS

- 6.1 The contract is for Supply, Installation, Configuration and Commissioning of Enterprise Server and Storage Equipment within the proposed delivery schedule and at the Procuring entity's preferred premises.
- 6.2 The successful vendor will be required to deliver the equipment's within **Four (4) weeks** after contract signing at the Dairy National Laboratory at Upper Kabete.
- 6.3 The tenderers may use additional paper as will be necessary to indicate the details of their costing in the format provided in the schedule of prices.

SECTION VII - TECHNICAL SPECIFICATIONS

7.1 Introduction

Kenya Dairy Board is inviting suitably qualified bidders for the Supply and Implementation of a Virtualized Server Infrastructure and Data Storage Solution.

To accomplish this project, the supplier will be required to implement a highly available clustered server and redundant storage infrastructure and migrate the existing servers and data to the new virtualized servers.

7.2 Requirements of the Supplier

By accepting the letter of invitation, the Supplier confirms that their company meets the following conditions:

- a. Has extensive experience in supply and installation of servers and virtual environments.
- b. Has the capacity and capabilities to supply, implement and support their proposed solutions
- c. Is fully committed to undertake this engagement in accordance with the scope of work defined and any instructions issued by the Board
- d. Will maintain professional independence throughout the duration of the engagement

7.3 Scope of Works

Scope of works will involve:

- a. Supply of server hardware
- b. Supply of embedded VMware Licensing
- c. Supply of Storage
- d. Supply of Ethernet SAN Switch
- e. Supply of LAN Core Switch
- f. Supply of Biometric Server Cabinet
- g. Installation and make operable two (2) virtualized clients
- h. Training and Knowledge Transfer of Installed Solutions.

7.4 Deliverables

The deliverable for this project will be the supply and installation of:

- i. Server Hardware
- ii. Shared Storage Hardware
- iii. SAN Switch Hardware
- iv. Embedded VMware Licensing
- v. LAN Switch Hardware
- vi. Migration of Data
- vii. Cabinet Rack Hardware
- viii. Training & Knowledge Transfer

7.5 Technical Specifications

The Minimum Technical Specifications for the equipment requested are described in detail below. The specifications must be fully filled:

7.5.1 Server No. 2 (Two)

Item/Feature/Model	Required Specification In detail	Bidders Response	Reference Page in the Document
Server Processor model	Scale compute resources with 2nd Generation Intel Xeon Scalable processors, and tailor performance based on unique workload requirements		
Maximum Processor	Up to two 2nd Generation Intel® Xeon Scalable processors, up to 24 cores per processor		
Installed Processor	10 Cores, 2 * Intel Xeon Silver 4210R 2.4G, 10C/20T, 9.6GT/s, 13.75M Cache, Turbo, HT (100W) DDR4-2400		
Memory	16 DDR4 DIMM slots, Supports RDIMM /LRDIMM, speeds up to 2666MT/s, 1TB max		
Installed Memory	96 GB (6 * 16 GB)		
Rack Unit	1U		
Storage	Flexible storage with up to 10 x 2.5 SAS/SATA/SSD with up to 4 NVMe PCIe SSD's or 4 x 3.5.		
Storage Controller	PERC H330, H730P, H740P, HBA330		
Internal Storage Devices	RAID 0, 1, 5, 10.		
Disks	2 * 600GB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive, 1 DWPD, 438 TBW		
System fans	Fully Redundant		
I/O Ports	2 x 1GbE LOM 2x 10GbE SFP+ 2 x 10GbE BaseT Front ports: 1 x Dedicated iDRAC Direct USB, 1 x USB 2.0, 1 x Video Rear ports: 1 x Dedicated iDRAC network port, 1 x Serial, 2 x USB 3.0, 1 x Video Up to 2 x PCIe Gen 3 slots all x16		
Form Factor	Rack Mountable		

Operating System	Windows Server 2019 DC		
Warranty	Warranty on Hardware (Parts, Labor, onsite service) of One-year minimum.		
Optical Drive Type	DVD-RW		
Consoles & Mobile	OpenManage Enterprise OpenManage Essentials		
Internal Boot	Boot Optimized Storage Subsystem		
Bezel	LCD or security bezel		
Built in Security	<ul style="list-style-type: none"> • Cryptographically signed firmware packages and Secure Boot • Silicon Root of Trust 		
Support	3Yrs Pro Support with 4hrs Mission Critical On-Site Service		

7.5.2 Shared Storage No. 1 (One)

Item/Feature/Model	Required Specification In detail	Bidders Response	Reference Page in the Document
Chassis format	All-in-one (dual controllers, internal drive bays, networking) with expansion options		
Controllers	10Gb iSCSI BaseT 8 Port Dual Controller		
Key manager	Internal controller key management		
Processor	Intel 2-core, 2.2GHz		
System memory	8 GB per controller		
Rack unit	2U rack unit		
Chassis	24 drive bay Chassis		
Storage media	<ul style="list-style-type: none"> • NLSAS (7.2K 3.5"): 4TB, 8TB, 10TB, 12TB, 12TB SED • NLSAS (7.2K 2.5"): 2TB, 2TB SED • SAS (10K 2.5"): 1.2TB, 1.8TB, 2.4TB, 2.4TB SED • SAS (15K 2.5"): 900GB, 900GB SED • SSD: 480GB, 960GB, 1.92TB, 1.92TB SED • SDD and HDD: FIPS-certified SEDs 		
SAS Backend	12 Gb SAS		
Capacity	5 * 2.4 TB HDD 10K SAS		

Max Raw Capacity	3PB		
Expansion enclosures	24 x 2.5" drive bays (12Gb SAS)		
Host supported	512 host supported		
Host interface	FC, iSCSI		
Thin Provisioning	Active by default on all volumes, operates at full performance across all features		
Disk interface expansion ports	<ul style="list-style-type: none"> • 2 12Gb SAS (wide-Port) per array (1 port per controller) • Up to 9 2U expansion enclosures per 2U base array • Up to 3 5U expansion enclosures per 2U base array • Up to 3 5U expansion enclosures per 5U base array 		
Replication	<ul style="list-style-type: none"> • Asynchronous block via FC or iSCSI • Target/source relationships may be one-to-many or many-to-one 		
Data-at-rest encryption	<ul style="list-style-type: none"> • Self-encrypting drives (SEDs) in SSD or HDD formats • Full Disk Encryption (FCE) based on AES-256 • Drives certified to FIPS 140-2 Level 2 		
Hosts Supported	Power Supply, 580W, Redundant		
Warranty	Warranty on Hardware (Parts, Labour, on-site service) of 3-year minimum.		
Connectivity	Supports backwards compatibility with auto-negotiation for iSCSI and FC connections		
Management	<ul style="list-style-type: none"> • HTML5 GUI, CLI • Support VMware Center plugin to manage the array through vCenter. 		
OS Support	<ul style="list-style-type: none"> • Windows 2016 and 2012 R2 • RHEL 6.9 and 7.4 • SLES 12.3 • VMware 6.7, 6.5 and 6.0 		
Support	3 Years Pro Support with 4hrs Mission Critical On-Site Service.		

7.5.3 SAN Switch No.1 (One)

Item/Feature/Model	Required Specification In detail	Bidders Response	Reference Page in the Document
SAN Switch	Switch 12 x 10GBaseT, 3 x 100GbE QSFP28, IO to PSU, 2 x AC PSU, OS10		
Operating Systems	OS10 Enterprise, S4112T		
Support	3 Years Pro Support with 4hrs Mission Critical On-Site Service.		

7.5.4 Virtualization Software

Item/Feature/Model	Required Specification In detail	Bidders Response	Reference Page in the Document
Virtualization Software	VMware Vsphere Standard Kit (Embedded in server)		
Support	3 Years Pro Support with 4hrs Mission Critical On-Site Service.		

7.5.5 Migration No.3 (Three)

No	Minimum Requirement	Bidder Response	
1	Migration of available data to the new storage		
2	Migration of current database server to the new servers virtualization systems		
3	Training of ICT Technical Staff by the Vendor		

7.5.6 LAN Switch No. 1 (One)

Item/Feature/Model	Required Specification In detail	Bidders Response	Reference Page in the Document
Ports	12 x 10 Gigabit Ethernet SFP+		
Redundancy	Support N+1 Fans		
IPv6 Applications	Web/SSL, Telnet Server/SSH, Trace Route, SNTP, DHCP		
Layer 3 Routing Features	Layer 3 interface on physical port, LAG, VLAN interface, or loopback interface		
Advanced Security	Advanced security features include access control lists (ACLs), guest virtual LANs (VLANs), encrypted management data, and IEEE 802.1X security		
Redundancy	IEEE 802.1s/w Rapid Spanning Tree Protocol (RSTP) and Multiple Spanning Tree Protocol (MSTP)		
Accessories	SFP + Transceivers		
Support	3Years Pro Support/ Smartnet Support		

7.5.7 Cabinet Rack No. 1 (One)

Item/Feature/Model	Required Specification In detail	Bidders Response	Reference Page in the Document
Physical	42U Server & communication racks		
Cooling	InRow row-based cooling unit fully closed inner loop		
Locks	Biometric Locking Mechanism		
Maximum Height	2258.00 mm		
Maximum Width	600.00 mm		
Maximum depth	1070.00 mm		
Rack Height	42U		
Warranty	3-year repair or replace		
Cable Management	Should organize power or data cables within a rack environment.		
Mounting Hardware	Should secure racks into position or assist in mounting equipment into racks.		
Power Connection	10 Power Points within the RACK unit		

7.5.8 Firms Experience

S/N	Capability Requirements	Bidder Response	Reference Page in the Document
1	Bidder should have supplied and supported similar Solutions in Kenya (minimum 2 reference)		
2	CVs of Resource Person to be deployed.		

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

7.6 Training, Completion and Commissioning

- a) The bidder shall be expected to provide training for at least two (2) officers for a period of not less than 1 week.
- b) Successful bidder shall provide a training proposal and materials including the curriculum and a training timetable for approval before the start of training.

7.7 Warranty and Support

- a) The Bidder shall be required to give a warranty of three (3) years for storage infrastructure. The Bidder shall warrant that all the work installations and equipment are free from defects and if any defect is discovered; then the Bidder shall take immediate action to replace the damaged device as required during the warranty period.
- b) The Bidder shall be required to give a warranty of three (3) years for all devices.
- c) The period for correction of defects within the warranty period is 15 days.

SECTION VIII - PRICE SCHEDULE

No.	Item	Description	Brand	Country of Origin	Quantity	Unit Price (Kshs.)	Total Price (Kshs.)	Delivery Period**
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

**** Supply, Installation, Configuration and Commissioning of item (s) to the Procuring entity’s Kenya Dairy Board Headquarters/Kabete Laboratory**

Name of tenderer _____ Tender Number _____ Page _____ of _____

Authorized Official’s Name and Title: _____

Signature of tenderer & Stamp _____ Date: _____

SECTION IX - 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 Securing Declaration Form - This form is required by this tender and the tenderer shall provide the tender security in the form included herein.
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. In this tender, there will be no Advance Payment.
7. Manufacturers Authorization Form - This form is must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 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

Part 1 – General:
 Business Name
 Location of business premises.
 Plot No..... Street/Road
 Postal Address Tel No. Fax E mail
 Nature of Business ,.....
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age
 Nationality Country of origin
 • Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.
2.
3.

Part 2 (c) – Registered Company

Private or Public
 State the nominal and issued capital of company-
 Nominal Kshs.
 Issued Kshs.
 Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....
2.....
3.....
4.....
5.....

Date Signature of Candidate

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

registration.

8.3 TENDER-SECURING DECLARATION FORM

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

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:

a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or

b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.

3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.

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

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Tender Securing Declaration]

Duly authorized to sign the bid for

Name: [insert complete name of person signing the Tender Securing Declaration]

and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

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

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

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

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

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

8.5 PERFORMANCE SECURITY FORM (NOT APPLICABLE)

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[Signature for and on behalf of manufacturer]

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