REPUBLIC OF KENYA
THE NATIONAL TREASURY AND PLANNING
TREASURY BUILDING, HARAMBEE AVENUE
PO BOX 30007 – 00100, NAIROBI, KENYA

NATIONAL COMPETITIVE BIDDING

TENDER

FOR

PROVISION OF IFMIS PRIMARY AND DISASTER RECOVERY SERVERS SUPPORT, BACK TO BACK SUPPORT AND RE-LOCATION OF DISASTER RECOVERY EQUIPMENT AND OLD IFMIS SERVERS

TENDER NO. TNT/041 /2020-2021

CLOSING DATE: FRIDAY 5TH MARCH, 2021 AT 11.00 A.M.

SECTION I: INVITATION TO TENDER

REPUBLIC OF KENYA
THE NATIONAL TREASURY AND PLANNING
NATIONAL COMPETITIVE BIDDING

INVITATION TO TENDER
PROVISION OF IFMIS PRIMARY AND DISASTER RECOVERY SERVERS SUPPORT, BACK TO BACK SUPPORT AND RE-LOCATION OF DISASTER RECOVERY EQUIPMENT AND OLD IFMIS SERVERS
TENDER NO: TNT/041/2020 – 2021

The National Treasury invites sealed tenders from eligible candidates for the Provision of IFMIS Co-Location Services and IFMIS Primary and Disaster Recovery Servers Hardware and Back to Back Support.

A complete set of Tender Documents may be downloaded by interested firms free of charge at www.treasury.go.ke or www.tenders.go.ke and those who download the document from the website must forward their particulars immediately for recording and any further clarifications and addenda to procurement@treasury.go.ke.

Bidders shall submit both **Technical and Financial proposals in separate envelopes** which should be clearly marked **"Technical Proposal"** and **"Financial Proposal"**. The two envelopes shall then be enclosed in a plain sealed envelope clearly marked with the Tender Number and Name.

Completed Tender Documents, both **"Original"** and **"Copies"**, enclosed in plain sealed envelopes, marked with the relevant Tender Number and Title shall be addressed to:

> **The Principal Secretary,**
> **The National Treasury,**
> **P. O. Box 30007 – 00100,**
> **Nairobi, Kenya**

and be deposited in the Tender Box provided at the **Treasury Building, 6th Floor, Harambee Avenue, Nairobi**, so as to be received on or before **Friday 5th March, 2021 at 11.00 a.m.**

Bids shall be accompanied by a Bid Security of **Kenya Shillings One Million Five Hundred Thousand Only (Kshs. 1,500,000.00) from a reputable Financial Institution in Kenya valid for 30 days beyond the Tender Validity period.**

All Bid Documents must be sequentially serialized / paginated.

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **The National Treasury, Treasury Building, Harambee Avenue, Nairobi, 6th Floor, Conference Room No. 603** on **Friday 5th March, 2021 at 11.00 a.m.**

HEAD, SUPPLY CHAIN MANAGEMENT SERVICES.
FOR: PRINCIPAL SECRETARY / NATIONAL TREASURY

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.

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 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 the firm or any of its officials 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 purpose of this invitation to tender.

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

2.2.1 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

2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.

(i)   Instructions to tenderers
(ii)   General Conditions of Contract
(iii)   Special Conditions of Contract
(iv)   Schedule of particulars of tender
(v)   Form of Tender
(vi)   Price Schedules
(vii)   Contract Form
(viii) Confidential Business Questionnaire Form

    (ix)   Tender security Form
    (x)   Performance security Form
    (xi)   Authorization Form
    (xii)   Declaration form
    (xiii)   Request for Review Form
    (xiv)   A Securing Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and particulars 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.

2.4   Clarification of tender Documents

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.5   Amendment of tender Documents

2.5.1 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 issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 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.

2.6   Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be

written in English language. 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.

2.7. Documents Comprising the Tender

2.7.1   The tender prepared by the tenderer shall comprise the following components:
   (a)   a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
   (b)   documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
   (c)   tender security furnished in accordance with paragraph 2.12

2.8. Form of Tender

2.8.1   The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

2.9. Tender Prices

2.9.1   The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of the tender under the contract.

2.9.2   Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

2.9.3   Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

2.11. Tenderers Eligibility and Qualifications

2.11.1   Pursuant to paragraph 2.1.1 and 2.1.2 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.

2.11.2   The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the

tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 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 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
   a) Cash.
   b) A bank guarantee.
   c) Letter of credit.
   d) Such insurance guarantee approved by the Public Procurement Regulatory Authority

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

   (a)   if a tenderer withdraws its tender during the period of tender validity
   (b)   in the case of a successful tenderer, if the tenderer fails:
      (i)   to sign the contract in accordance with paragraph 2.29 or
      (ii)   to furnish performance security in accordance with paragraph 2.30
   (c)   If the tenderer rejects a correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 180 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 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 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare **an Original and Five (5 No.) 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.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, shall be initialed by the person or persons signing the tender.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1   The tenderer shall seal the original and the Five copies of the tender in separate envelopes,
duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2   The inner and outer envelopes shall be addressed to

> The Principal Secretary,
> The National Treasury
> P.O. Box 30007 00100
> Nairobi

bear tender number and name in the Invitation to Tender and the words, "DO NOT OPEN BEFORE **Friday 5th March, 2021 at 11.00 a.m.**

2.15.3   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".

2.15.4   If the outer envelope is not sealed and marked as required by paragraph 2the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16.   Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Friday 5th March, 2021 at 11.00 a.m.**

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17.   Modification and Withdrawal of Tenders

2.17.1 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 entity prior to the deadline prescribed for submission of tenders.

2.17.2   The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4   No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18.   Opening of Tenders

2.18.1   The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Friday 5th March, 2021 at 11.00 a.m.** and in the location specified in the Invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tender's 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.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19   Clarification of Tenders

2.19.1 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.

2.19.2 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.

2.20   Preliminary Examination and Responsiveness

2.20.1 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.

2.20.2 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 by any person or entity.

2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a)   Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements.   Tenderers offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b)   Deviation in payment schedule

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

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

2.22.5 The evaluation committee shall evaluate the tenders within 30 days from the date of opening the tender.

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 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 Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and 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.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 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.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

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

2.26. Procuring entity's right to accept or reject any or all tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 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.

2.26.3 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.

2.27 Notification of Award

2.27.1 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.

2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

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 simultaneously inform the other tenderers that their tenders have not been successful.

2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.29.3 The contract will be definitive upon its signature by the two parties.

2.29.4 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 Performance Security

2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 tender 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. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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.

APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes to the Appendix to the Instructions to Tenderers

1.   The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the Instructions to Tenderers included in Section II and has to be prepared for each specific procurement.

2.   The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the particulars of the tender, and the tender evaluation criteria that will apply to the tenders.

3.   In preparing the Appendix the following aspects should be taken into consideration;

(a)   The information that specifies and complements provisions of Section II to be incorporated.

(b)   Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the particulars of the tender to be also incorporated.

4.   Section II should remain unchanged and can only be amended through the Appendix to Instructions to Tenderers.

5.   Clauses to be included in this part must be consistent with the public procurement law and regulations.

Appendix to instructions to Tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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 and Supplements Clauses in the Instruction to Tenderers
2.1.1	All tenderers are eligible; Eligible Candidates
2.4.1	The address for requesting clarification is: The Principal Secretary The National Treasury Harambee Avenue 6th Floor, Room 619 P.O.Box 30007- 00100 Nairobi Tel: +254 – 20 – 2252299 Email: procurement@treasury.go.ke
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The prices shall be **FIXED**
	Alternative Tenders to the requirements of the Tender documents will **Not be permitted**
2.10.1	Prices shall be quoted in **Kenya Shillings**
2.12.2	The Tender Security shall be; - **Bid Security of Kenya Shillings One Million Five Hundred Thousand Only (Kshs. 1,500,000.00) from a reputable financial institution in Kenya valid for 30 days beyond the Tender Validity period.** **To be attached in the Technical Proposals**
2.13.1	The Tender validity period shall be **180 days.**
2.14.1	The number of copies of the Tender to be completed and returned shall be: **One (1) original and Five (5) Copies.** Bidders shall submit **both Technical and Financial proposals in separate envelopes.** Technical Proposals shall be sealed in separate envelopes and clearly marked "Technical Proposal". The financial proposals should be sealed separately and clearly marked "Financial Proposal" All the proposals should be in one envelope clearly marked with the Tender Number without any indication of the name of the bidder.

	• Technical proposal – original and **Five (5) copies**
	• Financial proposal – original and **Five (5) copies** - financial proposal shall include:
	    ▪ Price Schedule form fully filled and signed, and
	    ▪ Fill and sign the form of tender (with Bid validity-150 days)
	N/B: Bidders who indicate their financial proposals in the technical proposals shall be treated as non-responsive.
	
	Only the Technical Proposals shall be opened on Friday 5ᵗʰ March, 2021 at 11.00 a.m.

2.16.1	Tender shall be submitted to **The Principal Secretary,** **The National Treasury** **Harambee Avenue** **6ᵀᴴ Floor, Room 619** **P.O. Box 30007 - 00100** **Nairobi** **The deadline for bid submission is:** **Date: Friday 5ᵗʰ March, 2021 at 11.00 a.m.**
2.18.1	The Tender opening shall take place at: **The National Treasury** **Harambee Avenue, Nairobi – Kenya** **6ᵗʰ Floor Conference Room,** **Date: - Friday 5ᵗʰ March, 2021 at 11.00 a.m.**
2.20	The Preliminary evaluation shall be mandatory: The evaluation shall adopt *YES/ No Approach.* The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further. Bidders must submit the following documents;

S/No	Item Description	YES/NO
MR 1	Certified copy of certificate of Incorporation or Certificate of Registration or equivalent for the International Firms. (For each party/member of consortium in case of a joint venture)	
MR 2	Copy of valid Tax Compliance Certificate or equivalent for the International Firms (For each party/member of consortium in case of a joint venture)	
MR 3	Must submit a duly filled , signed and stamped Confidential Business Questionnaire in format provided by authorized signatory/person (For each party/member of consortium in case of a joint venture)	
MR 4	Certified copy of County Government Single Business	

		Permit (Prime / Lead bidder to provide) for local firms	
	MR 5	Certified copy of certificate of Confirmation of Directors and Shareholding (CR 12) or equivalent for the International Firms (Issued within the last 12 Months to Tender Opening Date) (For each party/member of consortium in case of a joint venture)	
	MR 6	If it is a consortium, a Joint venture agreement clearly indicating who is the lead partner and responsibility matrix must be attached for joint bid	
	MR 7	Original Bid Security **of Kenya Shillings One Million Five Hundred Thousand Only (Kshs. 1,500,000.00)** from a reputable Financial Institution in Kenya valid for 30 days beyond the Tender Validity period.	
	MR 8	Bidder / consortium must attach The Manufacturer Authorization Form (MAF) from Oracle to participate and provide a warranty and maintenance for back to back support for a period of three years for this tender. (Prime / Lead bidder to provide)	
	MR 9	The Bidder must have necessary Oracle Hardware Field Delivery Partner (FDP) agreement on ORACLE SUPER CLUSTER, EXADATA, Oracle Servers, Oracle Tape library, the ZFS storage subsystems and the INFINIBAND switches. Attach all relevant agreements documents. (Prime / Lead bidder to provide)	
	MR 10	Provide a document and self-declaration stating that the bidder is not debarred from undertaking any services of this nature	
	MR 11	The bidder MUST provide a proof of Original Equipment Manufacturer (OEM) support for the existing equipment. (Prime / Lead bidder to provide)	
	MR 12	The bidder must attach Manufacturer Authorization Form (MAF) from Cisco to participate in this tender and the bidder must be at-least a silver support partner ((in case of joint venture any of the partners to provide)	
	MR13	Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice. (For each party/member of consortium in case of a joint venture)	
	MR 14	**Document submission** (a) Properly bound document/ well-presented document tape bound. All pages of the tender document should be serialized or serially numbered. (b) Original and copy of the proposal documents shall be placed in separate sealed	

		envelopes clearly marked "Original" and "Copy" and addressed as stated in the invitation to tender. (c) Technical and Financial proposals should be put in a separate envelope clearly marked "Technical and Financial Proposals"		
	MR 15	Power of attorney/ Authorization Letter, Giving the name of person who has been authorized to submit/execute this agreement as a binding document and this person should sign all the documents related to this tender.		
	MR16	Submit the required number of copies i.e. one (1) original and five (5) copies.		
	MR 17	Bidders must submit a comprehensive plan on local content, transfer of technology, skills and knowledge through training, mentoring and participation of Kenyan citizens.		
	MR 18	Bidders must provide comprehensive commitment that the bidder shall reserve at least seventy-five percent (75%) employment opportunities for Kenyan citizens for services, of which not less than twenty percent (20%) shall be reserved for Kenyan professionals at management level.		

NB: All copies to be certified by an Advocate and Commissioner of Oaths of the High Court of Kenya or a Notary Public for Foreign Firms

Bidders must submit the following documents together with the Financial Proposal;

1. Submit the required number of copies of the Financial Proposal i.e. One (1) original and Five (5) copies
2. Duly Filled, Signed and Stamped Price Schedule Form
3. Duly filled, signed and stamped Form of Tender
4. The bid document "Original" and "Copies" must be sequentially paginated / serialized

AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS

2.22.1	**TECHNICAL EVALUATION** The maximum score is 100%. A bidder scoring 75% or more will be considered Technically Responsive. Technical Evaluation **shall** be as follows;	

1. Technical Compliance (detailed technical requirement)   70%
2. Empowerment and Job Creation   15%

3. Knowledge Transfer and Local content   15%

Totals   **100%**

Bidders shall be considered responsive if they attain/surpass the minimum requirement of 75% from both Detailed Technical and Commercial Evaluation. The Technically responsive proposals shall have their bids subjected to Financial Evaluation.

i.   Technical Compliance - Detailed Technical Requirements

S/N	Capability Requirements & Statutory Requirements	Marks
1.	Bidder must have supplied and supported at-least three engineered systems amongst which, one must be oracle super cluster in the last five years. (A proof through a completion certificate or client sign-off must be submitted) (5Marks each)	15
2.	Bidder must have at least three client reference sites for Oracle Super cluster M8000 or M9000 support for the last five years. (A proof through a completion certificate or client sign-off must be submitted) (5Marks each)	15
3.	The bidder must have at least three client sites references he has implemented and supported Oracle database, Oracle real application cluster and Oracle active data guard on SPARC platform in the last five years. (A proof through a completion certificate or client sign-off must be submitted) (5Marks each)	15
4.	The bidder Must have at least one client site reference where he has undertaken a successful relocation of Oracle M8000 or M9000 servers in the last Five years through OEM support (A proof through a completion certificate or client sign-off and OEM support must be submitted) (5Marks).	5
5.	The bidder Must have at- least two customer reference sites where he has implemented or supported an enterprise mailing service in the last five years. (A proof through a completion certificate or client sign-off must be submitted) (2.5Marks each)	5
6.	The bidder Must have at-least two customer reference sites where he has implemented or supported an Enterprise Windows Active Directory Architecture in the last five years. (A proof through a completion certificate or client sign-off must be submitted) (2.5Marks each)	5
7.	The bidder should have at-least two (2) engineers who have certification for each of the following hardware systems (5Marks each) a) Oracle Super Cluster M8 b) Oracle ZFS Storage c) Oracle SL 3000 tape library	15
8.	Bidder should have below certified engineers and CV's submitted must be signed by engineers himself or herself: - a) Two Oracle Solaris 11 Operating System certified	20

		engineers. (4 Marks) b) Two Oracle ZFS Storage Appliance Cloning & Replication engineers. (4 Marks) c) Two Oracle Active Data Guard certified engineers. (4 Marks) d) Documentary evidence to prove the engineers is based in Kenya or is available due to 24 x 7 x 365 days' support SLA. (A proof through a copy of engagement terms must be provided (3 Marks) e) One Cisco Certified Network Professional (CCNP). (2 Marks) f) One Microsoft Windows Server Certified Professional (MCSE) (2 Marks) g) One mail server deployment certified Professional (1 Marks)	
9.		Project Management Methodology & Project Plan with Matched Resources.	5
			100

ii. **Commercial Evaluation -30%**

A. **Skills, Technological Transfer and Local content**

Objectives are anchored in delivering key economic growth pillars namely;

i. Job Creation- Tenderers are expected to demonstrate how they shall contribute to job creation in the industry and the economy at large during the period under review

ii. Empowerment and skills transfer
Bidders are expected to demonstrate how the technological skills and knowledge transfer shall be achieved in the National Treasury during the contract period. A detailed plan with the clear targets that are measurable and quantifiable that the bidder commits to achieve within the National Treasury in particular and the economy in general shall be required.

Tenderers are encouraged to provide/propose solutions which are quantifiable, measurable, specific and achievable within the set timelines during the implementation of the project.

S/No	Description	Detailed Requirements	Max Scores (%)
1.	Job Creation	**Job creation:** Demonstrate how the firm is going to support of the National Treasury in ensuring that by the end of the contract period Treasury Staff are equipped with necessary skills to support the programme; • Provide transition plan on how	15

	2.	Technological, Skills and Knowledge transfer and Local Content	Provide detailed commitment in developing industry partnerships, Demonstrated how skills transfer will be done This should include but not limited to detailed demonstration of how local content (sustainable promotion and support of local industry) for instance on labour, training, support services and capacity building will be implemented during contract execution period	15

the firm shall support the local industry during the contract period to achieve at least 40% local content.

- Commitment that the personnel to be employed shall be come from the locals

			Total	30

- **The pass mark to qualify for Financial Evaluation shall be 75%**
- Any bidder who scores 75% and above, based on evaluation criteria provided, shall be considered for financial evaluation and their financial proposal will be opened.
- The financial proposals for bidders who score less than 70% shall not be opened and their financial proposals shall be returned unopened.
- **The following shall be the formula for Financial Evaluation.**

The formulae for determining the Financial Score (Sf) is as follows: -

(Sf = 100 X $^{FM}/_F$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration or another proportional linear formula)

The weights given to the Technical and Financial Proposals are:

T= 0.80
P=0.20

2.24	Post – qualification shall "be undertaken" Yes Due Diligence MAY be undertaken
2.25.1	Award Criteria: The bidder with the highest combined Technical and Financial score.
2.30.1	Particulars of performance security if applicable. - **10% of the contract sum from a reputable a reputable financial institution**

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, 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 alterations 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 period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

   (b)   if the tenderer fails to perform any other obligation(s) under the Contract

   (c)   if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1.   The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract

2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the particulars of the tender. In preparing Section IV, the following aspects should be taken into consideration.

    (a)   Information that complement provisions of Section III must be incorporated; and

    (b)   Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the particulars of the tender must also be incorporated.

3.   Section III should remain unchanged and can only be amended through the SCC Section IV.

4.   Clauses to be included in this part must be consistent with the public procurement law and the regulations.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

4.2   Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.7	Specify performance security : **10% of the contract sum from a reputable financial institution in Kenya**
3.8	Payments will be done on quarterly basis subject submission of an invoice and confirmation by a Contract Implementation Team (C.I.T).
3.9	Specify price adjustments allowed. **None**
3.14	Specify resolution of disputes: **Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred by either party to the Nairobi Centre for International Arbitration**
3.17	Specify applicable law. **Laws of Kenya**
3.18	Notices shall be addressed and delivered to: **The Principal Secretary** **The National Treasury** **Treasury Building,** **Harambee Avenue** **P.O. Box 30007 – 00100** **Nairobi**

Special Conditions of Contract

- M/s Oracle must provide evidence in writing if the bidder is qualified to support the Primary & disaster recovery solution based on the criteria provided
- This contract will be for period of three years but renewable every year subject to performance of yearly deliverables.

SECTION V - SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE FOR THE PROCUREMENT OF IFMIS PRIMARY SITE AND DISASTER RECOVERY INFRASTRUCTURE SUPPORT AND MAINTENANCE, RELOCATION OF DISASTER RECOVERY EQUIPMENT AND THE OLD SERVERS

In order to strengthen Government business flow, the Department came up with a Primary and Disaster Recovery solution, that gave an immediate and permanent solution to replicate data from Primary site to off-site and online backup that could facilitate resumption of normal business operations in case of a disaster. The solution also guarantees high availability, prevents data loss, data corruption, traffic load balancing and business continuity.

Clustering and high availability of Applications and databases

Mission-critical Oracle E-Business Suite applications and databases must be available 24x7x365 The Oracle super cluster and Oracle database do provide high availability features to keep Oracle E-Business Suite running.

To that end, Oracle recommends using an architecture that is integrated, tested and validated to work together to reduce the risk of deployment problems, interoperability issues and unplanned downtime of the system. The recommended architecture includes the below features that facilitate high availability of applications and databases.

a) **No single point of failure:** The Oracle Super Cluster system provides full in-built redundancy—from computing nodes to storage, network infrastructure and power distribution units (PDUs) to power supplies that support the demands of mission-critical Oracle E-Business Suite applications.

b) **Oracle RAC:** Oracle Real Application Clusters (RAC) that has been implemented offers optimal availability for mission-critical Oracle E-Business Suite workloads. Oracle RAC supports the transparent deployment of the database across the servers within the Oracle Super Cluster system, providing high availability of database services in the event of hardware failures or planned outages.

c) **Oracle Solaris Cluster:** Oracle Solaris Cluster optimizes the availability of Oracle E-Business Suite applications by detecting, isolating and containing failing cluster nodes. Agents—software programs that enable Oracle or non-Oracle applications to take full advantage of Oracle Solaris Cluster features—specify the actions to be taken if a node or service fails or becomes unavailable. In this solution, Oracle E-Business Suite application specific agents are used to manage the availability of components in the complete solution. In addition to Oracle RAC and Oracle Database agents, the HA for Oracle E-Business Suite data service provides a mechanism for the orderly startup and shutdown, fault monitoring, and automatic failover of Oracle E-Business Suite. High-availability protection for specific components includes the Web Server, Forms Server, Concurrent Manager Server, and the Reports Server.

d) **Virtual clustering:** Oracle Solaris Cluster supports virtual clustering, allowing Oracle Solaris Zones to function in the same role as physical cluster nodes. Applications that run within dedicated zone clusters are associated with specific cluster management

policies. Agent actions can be layered, such as first trying to restart the service in a different zone before attempting to restart it on a different server. These capabilities help Oracle E-Business Suite applications achieve the required levels of service.

e) **Highly available ZFS storage:** In the Oracle E-Business Suite environment, application servers access shared file systems for binaries, configuration files and log files. Accessed over the high-speed InfiniBand network, Oracle ZFS Storage Appliances provide a highly available shared file system. These appliances are configured for redundancy and they use the built-in self-healing and data integrity features of Oracle Solaris ZFS with cluster failover and flash-based write caches to increase data availability.

Backup, Restore and Disaster Recovery Solutions

Oracle Optimized Solutions will be used to provide backup and restore of databases and applications that are hosted by The National Treasury on the Oracle Supercluster. Appropriate technology will vary according to the type of data (structured or unstructured), data protection needs, recovery time, performance, capacity and service level requirements. For very fast backups to disk storage, the Oracle ZFS Storage Appliance will be used to generate and store file system snapshots either locally or remotely to other Oracle ZFS Storage Appliances.
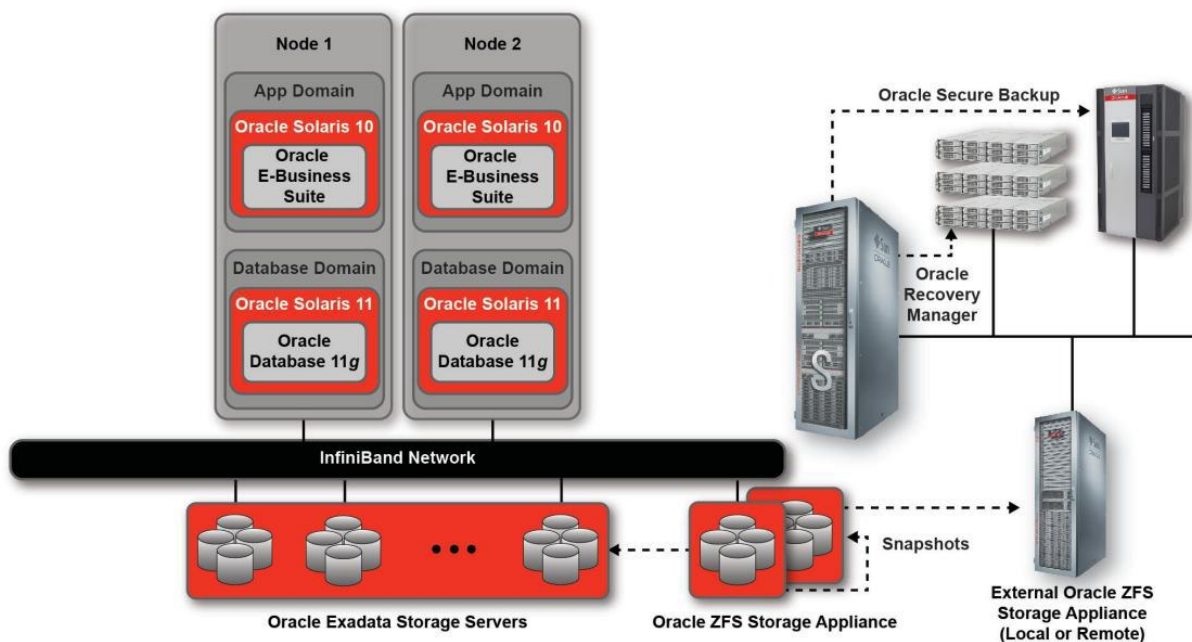
High level Design of IFMIS Architecture

For structured data in Oracle Database, backups can be done with Oracle Recovery Manager (Oracle RMAN) either to disk or to tape through Oracle Secure Backup. Oracle offers Oracle Optimized Solution for Backup and Recovery, which is designed to perform network backups of heterogeneous clients, including Oracle SuperCluster. For backup, recovery and long-term archival, tape remains the most cost- effective and reliable storage media available.

For Oracle E-Business Suite deployments where longer retention periods and greater capacity are required, Oracle Secure Backup and tape storage will be used for backup, vaulting and archiving of information for longer periods of time.

The existing IFMIS Infrastructure Architecture

The National Treasury – FIMIS Infrastructure High Level Design
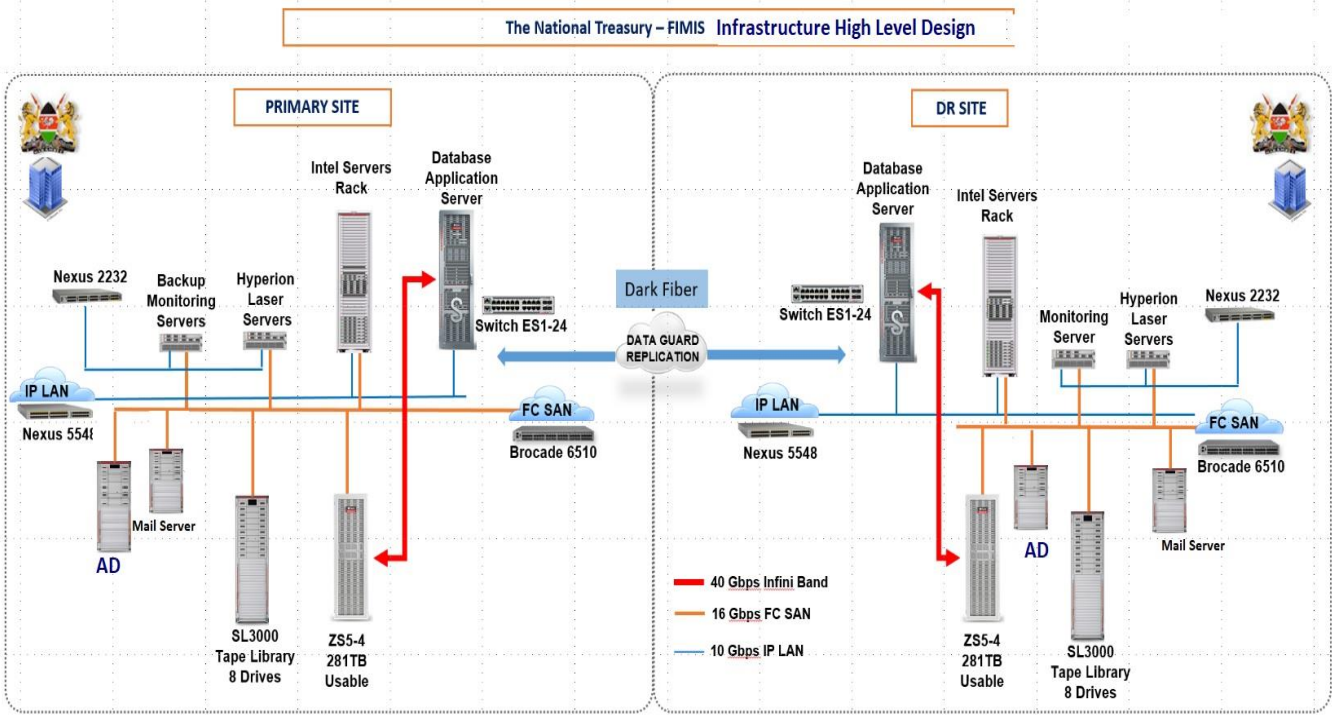
Schedule of Requirements

Existing Hardware technical specifications and quantities to be supported

Serial Number	System Serial #	CSI	Product Name	HW Description
1802NMH00P		21607420	Oracle ZFS Storage ZS5-4: model family	Oracle ZFS Storage ZS5-4: model family
464970G+18047A 0601		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek	LTO7, IBM, FC, SL3K/4K, NON-ENC

Serial Number	System Serial #	CSI	Product Name	HW Description
			SL3000 and StorageTek SL4000	
464970G+18047A 0603		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC
AK00418984		21607550	Oracle SuperCluster M8: model family	Oracle SuperCluster M8: model family
1802NM7806		21607420	Oracle Server X6-2L: model family	Oracle Server X6-2L: model family
1802NMH00N		21607420	Oracle ZFS Storage ZS5-4: model family	Oracle ZFS Storage ZS5-4: model family
1745NM18HN	AK00418985	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	ASSY,ZS5-ES SERVER (768GB, 2x18C CPU, 2x 3.2TB SAS3-BC), SC M7/M8
1749XC205Y	AK00418985	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	X7-2L,2U HIGH CAPACITY SERVER,ED X7-2
AK00412641	AK00418985	21607550	Oracle SuperCluster M8: one M8-8 chassis with 8 processors included, configured	M8-8 SERVER,8xCMIOU,8TB, CX3, SC M8

Serial Number	System Serial #	CSI	Product Name	HW Description
			with 2 physical domains and 4 processors in each physical domain (for factory installation)	
1741NMQ01T	AK00418985	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	ASSY,DISK SHELF,STORAGE DE3-24C (20x 8TB, 4x 200GB-BC), SC M7/M8
BRW4005P00N		21607420	Brocade 6510 Fibre Channel Switch with twenty-four 16 Gb activated ports	Brocade 6510 Switch: 16Gb 24 Ports Active
464970G+18047A 0611		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC
AK00418985		21607550	Oracle SuperCluster M8: model family	Oracle SuperCluster M8: model family
464970G+18047A 0604		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key	LTO7, IBM, FC, SL3K/4K, NON-ENC

Serial Number	System Serial #	CSI	Product Name	HW Description
			Manager compatibility for StorageTek SL3000 and StorageTek SL4000	
464970G+18047A0605		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC
1802NM185L		21607420	Oracle Server X6-2: model family	Oracle Server X6-2: model family
1802NM185M		21607420	Oracle Server X6-2: model family	Oracle Server X6-2: model family
1802NM7805		21607420	Oracle Server X6-2L: model family	Oracle Server X6-2L: model family
AK00412658	AK00418984	21607550	Oracle SuperCluster M8: one M8-8 chassis with 8 processors included, configured with 2 physical domains and 4 processors in each physical domain (for factory installation)	M8-8 SERVER,8xCMIOU,8TB, CX3, SC M8

Serial Number	System Serial #	CSI	Product Name	HW Description
BRW4005P00R		21607420	Brocade 6510 Fibre Channel Switch with twenty-four 16 Gb activated ports	Brocade 6510 Switch: 16Gb 24 Ports Active
464970G+18047A 0600		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC
464970G+18047A 0602		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC
464970G+18047A 0608		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek	LTO7, IBM, FC, SL3K/4K, NON-ENC

Serial Number	System Serial #	CSI	Product Name	HW Description
			SL4000	
464970G+18047A0614		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC
1802NM188U		21607420	Oracle Advanced Support Gateway Server X6-2	ASSY, ORACLE ADVANCED SUPPORT GATEWAY 1U SERVER (X6-2)
1802NM185G		21607420	Oracle Server X6-2: model family	Oracle Server X6-2: model family
AK00412536	AK00418984	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	ASSY,IB-SW,NM2-36P MANAGED,W/NEW KONTRON
465136N+17340603XD	AK00418984	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	ASSY,CABINET 42U-1200 (600), STD RETMA W/DOORS
1741NMQ01R	AK00418984	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	ASSY,DISK SHELF,STORAGE DE3-24C (20x 8TB, 4x 200GB-BC), SC M7/M8
1748XC2099	AK00418985	21607550	Oracle SuperCluster M8 High Capacity	X7-2L,2U HIGH CAPACITY SERVER,ED X7-2

Serial Number	System Serial #	CSI	Product Name	HW Description
			(HC) Elastic Base Rack	
5.71E+11		21607420	StorageTek SL3000 modular library system for non EU countries: model family	StorageTek SL3000 modular library system for non EU countries: model family
1802NMH00L		21607420	Oracle ZFS Storage ZS5-4: model family	Oracle ZFS Storage ZS5-4: model family
1802NMH00M		21607420	Oracle ZFS Storage ZS5-4: model family	Oracle ZFS Storage ZS5-4: model family
464970G+18047A0606		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC
464970G+18047A0613		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC
FDO21321NV4	AK00418984	21607550	Oracle SuperCluster	SWITCH,CISCO NEXUS 93108TC-EX

Serial Number	System Serial #	CSI	Product Name	HW Description
			M8 High Capacity (HC) Elastic Base Rack	(1GB),PORT-SIDE EXHAUST
1747XC207A	AK00418984	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	X7-2L,2U HIGH CAPACITY SERVER,ED X7-2
AK00412533	AK00418985	21607550	Oracle SuperCluster M8 InfiniBand Switch (for factory installation)	ASSY,IB-SW,NM2-36P MANAGED,W/NEW KONTRON
1802NM188L		21607420	Oracle Advanced Support Gateway Server X6-2	ASSY, ORACLE ADVANCED SUPPORT GATEWAY 1U SERVER (X6-2)
464970G+18047A 0607		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC
1802NM185J		21607420	Oracle Server X6-2: model family	Oracle Server X6-2: model family
1802NM185E		21607420	Oracle Server X6-2: model family	Oracle Server X6-2: model family
1745NM18HF	AK00418984	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic	ASSY,ZS5-ES SERVER (768GB, 2x18C CPU, 2x 3.2TB SAS3-BC), SC M7/M8

Serial Number	System Serial #	CSI	Product Name	HW Description
			Base Rack	
1745NM18HG	AK00418985	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	ASSY,ZS5-ES SERVER (768GB, 2x18C CPU, 2x 3.2TB SAS3-BC), SC M7/M8
1748XC20A3	AK00418985	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	X7-2L,2U HIGH CAPACITY SERVER,ED X7-2
465136N+173506 006A	AK00418985	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	ASSY,CABINET 42U-1200 (600), STD RETMA W/DOORS
464970G+18047A 0609		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC
464970G+18047A 0610		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC

Serial Number	System Serial #	CSI	Product Name	HW Description
464970G+18047A 0612		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC
464970G+18047A 0615		21607420	StorageTek LTO tape drive: 1 IBM LTO7 8 Gb FC without Oracle Key Manager compatibility for StorageTek SL3000 and StorageTek SL4000	LTO7, IBM, FC, SL3K/4K, NON-ENC
1802NM185F		21607420	Oracle Server X6-2: model family	Oracle Server X6-2: model family
1802NM185H		21607420	Oracle Server X6-2: model family	Oracle Server X6-2: model family
1745NM18HL	AK00418984	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	ASSY,ZS5-ES SERVER (768GB, 2x18C CPU, 2x 3.2TB SAS3-BC), SC M7/M8
5.71E+11		21607420	StorageTek SL3000 modular library system for non EU countries: model family	StorageTek SL3000 modular library system for non EU countries: model family

Serial Number	System Serial #	CSI	Product Name	HW Description
FDO213628QC	AK00418985	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	SWITCH,CISCO NEXUS 93108TC-EX (1GB),PORT-SIDE EXHAUST
AK00418589	AK00418985	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	ASSY,IB-SW,NM2-36P MANAGED,W/NEW KONTRON
BRW4005P00P		21607420	Brocade 6510 Fibre Channel Switch with twenty-four 16 Gb activated ports	Brocade 6510 Switch: 16Gb 24 Ports Active
1802NM185K		21607420	Oracle Server X6-2: model family	Oracle Server X6-2: model family
AK00418777	AK00418984	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	ASSY,IB-SW,NM2-36P MANAGED,W/NEW KONTRON
1748XC20A1	AK00418984	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	X7-2L,2U HIGH CAPACITY SERVER,ED X7-2
AK00412531	AK00418984	21607550	Oracle SuperCluster M8 InfiniBand Switch (for factory installation)	ASSY,IB-SW,NM2-36P MANAGED,W/NEW KONTRON
1748XC20DN	AK00418984	21607550	Oracle SuperCluster M8 High Capacity	X7-2L,2U HIGH CAPACITY SERVER,ED X7-2

Serial Number	System Serial #	CSI	Product Name	HW Description
			(HC) Elastic Base Rack	
AK00418590	AK00418985	21607550	Oracle SuperCluster M8 High Capacity (HC) Elastic Base Rack	ASSY,IB-SW,NM2-36P MANAGED,W/NEW KONTRON
BRW4005P00M		21607420	Brocade 6510 Fibre Channel Switch with twenty-four 16 Gb activated ports	Brocade 6510 Switch: 16Gb 24 Ports Active
		21609593	Exadata Storage Server Software - Disk Drive	Exadata Storage Server Software - Disk Drive
		21613731	Oracle Secure Backup - Stream Perpetual	Oracle Secure Backup - Stream Perpetual
		N5K-C5548UP-FA	Nexus 5548 UP Chassis, 32 10GbE Ports, 2 PS, 2 Fans	Nexus 5548 UP Chassis, 32 10GbE Ports, 2 PS, 2 Fans
		CON-SNT-C5548UP	SNTC-8X5XNBD Nexus 5548 UP Chassis, 32 10GbE Ports	SNTC-8X5XNBD Nexus 5548 UP Chassis, 32 10GbE Ports
		N5548-ACC-KIT	Nexus 5548 Chassis Accessory Kit	Nexus 5548 Chassis Accessory Kit
		N55-PAC-750W	Nexus 5500 PS, 750W, Front to Back Airflow	Nexus 5500 PS, 750W, Front to Back Airflow

Serial Number	System Serial #	CSI	Product Name	HW Description
		N55-DL2	Nexus 5548 Layer 2 Daughter Card	Nexus 5548 Layer 2 Daughter Card
		SFP-10G-SR	10GBASE-SR SFP Module	10GBASE-SR SFP Module
		DCNM-LAN-N5K-K9	DCNM for LAN Advanced Edt. for Nexus 5000	DCNM for LAN Advanced Edt. for Nexus 5000
		CON-SAU-N5LDCNM	SW APP SUPP + UPGR DCNM for LAN Advance	SW APP SUPP + UPGR DCNM for LAN Advance
		N5KUK9-704N1.1	Nexus 5500 Base OS Software Rel 7.0(4)N1(1)	Nexus 5500 Base OS Software Rel 7.0(4)N1(1)
		CAB-9K10A-UK	Power Cord, 250VAC 10A BS1363 Plug (13 A fuse), UK	Power Cord, 250VAC 10A BS1363 Plug (13 A fuse), UK
		N5548P-FAN	Nexus 5548P Fan Module	Nexus 5548P Fan Module
		N55-M-BLNK	Nexus 5500 Module Blank Cover	Nexus 5500 Module Blank Cover
		N55-VMFEXK9	Nexus 5500 series VM-FEX license	Nexus 5500 series VM-FEX license
		N55-LAN1K9	Layer 3 License for Nexus 5500 Platform	Layer 3 License for Nexus 5500 Platform
		N55-BAS1K9	Layer 3 Base License for Nexus 5500 Platform	Layer 3 Base License for Nexus 5500 Platform
			Three (3) Active Directory	Windows R12 Servers

Serial Number	System Serial #	CSI	Product Name	HW Description
			Windows Servers	
			One (1) Zimbra Mail Server	Zimbra Mail Server

Support and Maintenance Services Required for Primary & Disaster Recovery Site

Support and Maintenance

- Support and Maintenance of all the above equipment listed on 2.1.

- Configure and optimize existing hardware and software.

- Facilitate failover mechanism for Oracle EBS, Hyperion, SOA, Supplier portal instances and mail servers between the two sites.

- Support and optimize applications cluster tier using Oracle Solaris Cluster.

- Support and maintenance of real application cluster and active data guard for oracle databases, Configure and optimize storage replication.

- Support and maintenance of backup policy for disk to disk backup.

- Support and maintenance backup policy using oracle secure backup to tape library.

- Support and maintenance fail-over processes complete stack to disaster recovery site.

- Provision of comprehensive support and maintenance documentation.

- Provision of onsite and back to back Oracle premier support for a period of three (3) years for the existing hardware and software, renewable annually on satisfactory support and maintenance.

- Back to Back support for the existing hardware and software should cover replacement or repair of any damaged components and upgrades of software.

- Bidders should provide proof of back to back support from the manufacturer with start date and end date.

- The effective back to back support date for the any software in BOQ should not be prior to hardware effective date.

- 24 x 7 x 365 days onsite comprehensive maintenance & skill support

- Bidders should provide DRAFT comprehensive service level agreement covering all the existing equipment's. SLA should include timeline for replacement or repair of faulty parts, bug fixing and upgrades of software. SLA should also include the primary focal point of contact, Emergency contact details and an escalation matrix.

- Provide weekly hardware health report emailed to IFMIS technical team that is generated by Oracle Enterprise Manager Cloud Control.

- Carry out quarterly preventive maintenance and diagnostic runs and submit report to Director IFMIS.

- Provide a weekly and quarterly consolidated Incident reporting and problem resolution report.

- Conduct weekly Performance monitoring and tuning of the hardware

- Provide monthly advice on the equipment usability and utilization report.

- Facilitate daily backup management and maintain backup status register with IFMIS technical team. Facilitate restoring backup on demand by IFMIS technical team.

- Support and Maintain Oracle Enterprise Manager Cloud Control Plug-In for all existing and new Oracle hardware and immediate email notification to IFMIS technical team head and director for any kind of warning or failure of equipment's.

- Application of patches and updates advice to IFMIS technical team or on demand

- Immediate removal of failed parts and replacement

- Creation of storage LUNs, expansions and mapping to OS

- Provide on call remedial maintenance service

- Creation of logical domains, zones on demand

- Server and storage hardware maintenance

- Install, configure, upgrade and tune the operating system software, storage software, firmware software and related patches where needed or on demand

- Storage management tasks, creating, formatting and setting up file systems on demand.

- Provision of high availability of systems, replace unserviceable parts of the equipment (Break Fix)

- Undertake replication management task, failover and fallback tests as and when required.

- Provision of one (1) infrastructure onsite support engineer.

- Provision of equipment's or software specific skilled engineer onsite within mentioned hours in signed SLA.

- The Key Responsibility of Infrastructure Support Engineers onsite daily.

    a) Daily Backup Monitoring and Status update to IFMIS technical team.
    b) Monitoring System environment availability and update to IFMIS technical team about system warnings and alerts
    c) Liaison between IFMIS technical team and Contractor support office for various demands by IFMIS technical team.
    d) Act as point of contact for contractor role in support this contract.
    e) To handle and guide on technical and operational issues when call is reported on specific equipment's or software.
    f) Create and maintain an Account Support Plan
    g) Carryout system health checks.
    h) Provide comprehensive report on all the calls logged with contractor.

- The bidder shall separate the DNS and Active Directory services that are currently hosted on the same servers in addition to offering support and maintenance of the DNS servers.

- The bidder shall support and maintain the existing Active Directories (AD) and create one additional virtual AD

- The bidder shall support and maintain the existing IFMIS mail server and the website.

- The bidder shall setup another mail server on the existing infrastructure for fail-over purposes and synchronize the two mail servers. (See Terms of Reference on)

- The bidder shall provide three (3) smart-net licenses for the listed cisco products.

- The bidder shall provide a prove of back to back support from the manufacturer and submit an invoice effective from the date of expiry which is 26th February ,2021.

- Provision of an SLA that should include issues resolution timeline as below.

Problem Severity & Impact	Description	First Response Time	Resolution by	Definition of Severity
Severity 1				Major System or Component Failure Malfunction with critical impact on Client's ability to operate entire business processes & production. No work-around or manual process available. The problem must be resolved immediately.
Very high (Showstopper)	Showstopper, not able to continue business	2 Business hours	4 business hours (Should be within 24hrs of reporting)	
Severity 2	Technical defect, bug, error impacting business, but business can continue with minimal work around	2 Business hours	6 business hours (within 2 days of reporting, including holidays)	Minor System or Component Failure Malfunction causing impact on Client's ability to operate significant business processes or production. No work-around or manual process available.
High				
Severity 3	Technical defect, bug, error not impacting business, as work around is available for the same	1 working day	Within 5 working days of reporting	Component Failure Malfunction not causing impact on Client's ability to operate significant business processes or production. Work-around or manual processes are available.
Medium				
Severity 4	Cosmetic	2	As agreed	Cosmetic/ Component Failure

Low		working days	between The National Treasury & the service provider	Malfunction causing virtually no impact on Client's ability to operate significant business processes or production. Work-around or manual processes are available.

Relocation of Disaster Recovery Equipment

The vendor shall relocate the disaster recovery equipment from the current location along airport road to the new Government data center within Central Business District (CBD). The inventory of disaster recovery equipment is as follows: -

S/No	Description	Quantity
#	**Oracle Server, Storage & Backup Components.**	
1	Oracle Super Cluster M8 (Oracle EBS, iSupplier Portal Application & Database Server)	1
2	Oracle SL3000 Tape Library (Tape Backup)	1
3	Oracle ZS5-4 Storage (Disk Backup)	1
4	Oracle Switch ES1-24 (Oracle SC 10g Ethernet Access Layer Switch)	2
5	Oracle Brocade 6510 Fibre Channel Switch (SAN Internal Connectivity for DC)	2
6	Oracle 42U Rack (for Intel Servers)	1
7	Oracle Servers (Monitoring DC)	1
8	Oracle Servers (Hyperion Application)	2
10	Oracle Tape Cartridges (for Backup)	100
11	Oracle Cleaning Cartridges (for Tape Library)	5
12	Oracle Server (Backup Media Server for Tape Library)	1
13	Oracle Fiber Channel Cables	25
16	Oracle Secure Backup - Stream Perpetual	4
	Network, Security & Other Components	
17	CISCO Nexus 2232 (Intel Servers Rack Access Layer Switch)	2
18	CISCO Nexus 5548 (Unified Aggregation Switch)	2
19	Cisco 3850 switches	2

In addition, the bidder shall relocate old M9000 server, Pillar axiom SL 500 Tape library and two (2) new SL3000 Tape Libraries for safe custody from the current disaster recovery site to The National Treasury building.

The inventory is as follows: -

ITEM	Description	Serial Number	Quantities	Status
1	Sun fire M 9000 server	AKD1152103	1	Old
2	Pillar axiom storage	AD03926BTY	1	Old

	600			
3	SL 500 Tape library	557000201664	1	Old
4	SL3000 Tape library	571000201950	2	New DR Tape
		571000201951		drive

In order to successfully relocate the equipment the following precautionary activities must be undertaken since equipment are delicate and there is a high risk of damage:-

a. Acquisition of the manufacturer's guide on equipment migration guide.
b. Identify and label the equipment in the current data center that needs to be moved.
c. Identify routes for safely moving equipment to the transport vehicle with minimum vibrations.
d. Carefully loading of the equipment on the transport vehicle and carefully moving the equipment to the remote site
e. Off-load the equipment at the remote site carefully with less vibration
f. Assemble/Rack Mount the equipment as per the labels.
g. Data protection must be guaranteed
h. There should be no physical damage on the equipment.
i. Assemble as per the labels and power equipment
j. Test the services
k. Obtain the necessary Sign offs from the departmental technical team after migration

4. Special Conditions of Contract

- M/s Oracle must provide evidence in writing if the bidder is qualified to support Primary & Disaster recovery solution based on the above criteria.
- Relocation of Disaster Recovery Equipment MUST be done by an OEM. Proof of having OEM support must be provided.
- This hardware support contract will be for a period of three years renewable every year subject to performance.

SECTION VI 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.   **Price Schedule Form**-   The price schedule form must similarly be completed and submitted with the tender.

3.   **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.

4.   **Confidential Business Questionnaire Form** -   This form must be completed by the tenderer and submitted with the tender documents.

5.   **Tender Security Form**   -   When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity. The tender security form must be completed by the tender and submitted with the tender.

6.   **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.

7.   **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 principal where the tenderer is an agent.

7.1   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 that 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   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 the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ _____ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
      (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 tenderer hereby covenants with the Procuring entity to provide the GPA cover 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 provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

7.3   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

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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. ……………………………………………………………………………………………			
4. ……………………………………………………………………………………………			

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 ………………………………………………….. Seal/Signature of Candidate …………………………………

7.4 PRICE SCHEDULE OF SERVICES

The Bidder must itemize all charges for individually listed components and provide a summary as shown below.

S/No	Description	Quantity	Unit Cost (Ksh)	Total Cost (Ksh)
#	**Oracle Server, Storage & Backup Components.**			
1	Oracle Super Cluster M8 (Oracle EBS, iSupplier Portal Application & Database Server)	2		
2	Oracle SL3000 Tape Library (Tape Backup)	2		
3	Oracle ZS5-4 Storage (Disk Backup)	2		
4	Oracle Switch ES1-24 (Oracle SC 10g Ethernet Access Layer Switch)	4		
5	Oracle Brocade 6510 Fibre Channel Switch (SAN Internal Connectivity for DC)	4		
6	Oracle 42U Rack (for Intel Servers)	2		
7	Oracle Servers (Monitoring DC)	2		
8	Oracle Servers (Hyperion Application)	4		
9	Oracle Servers (Laser Application)	2		
10	Oracle Tape Cartridges (for Backup)	200		
11	Oracle Cleaning Cartridges (for Tape Library)	5		
12	Oracle Server (Backup Media Server for Tape Library)	1		
13	Oracle Fiber Channel Cables	50		
14	Exadata Storage Server Software - Disk Drive Perpetual	72		
15	Oracle Solaris Cluster, Enterprise Edition - Nonstandard User	128		
16	Oracle Secure Backup - Stream Perpetual	8		
17	Windows 12 Active Directories	3		
18	Zimbra Mail server	1		
19	IFMIS website	1		
	Network, Security & Other Components			
20	CISCO Nexus 2232 (Intel Servers Rack Access Layer Switch)	4		
21.	CISCO Nexus 5548 (Unified Aggregation Switch)	4		
22.	Supply of Cisco Any Connect Perpetual Licenses	2500		
1.	Total 1st Year On Site Comprehensive Support and maintenance for all HW/SW as per schedule of requirements	1		

S/No	Description	Quantity	Unit Cost (Ksh)	Total Cost (Ksh)
2.	Total 1st Year back to back Support for all HW/SW with manufacturer as per schedule of requirements	1		
3.	Relocation of the current disaster recovery equipment and old equipment (One off Cost payable upon migration and confirmation of equipment and services by the client)	5		
	SUB TOTAL 1			
1.	Total 2nd Year On Site Comprehensive Support and maintenance for all HW/SW as per schedule of requirements	1		
2.	Total 2nd Year back to back Support for all HW/SW with manufacturer as per schedule of requirements	1		
	SUB TOTAL 2			
1.	Total 3rd Year On Site Comprehensive Support and Maintenance for all HW/SW as per schedule of requirements	1		
2.	Total 3rd Year back to back Support for HW/SW with manufacturer as per schedule of requirements	1		
	SUB TOTAL 3			
	GRAND TOTAL (SUB TOTAL 1 + 2 + 3) (THIS SHOULD BE SAME IN FORM OF THE TENDER)			
	Prices to be inclusive of all taxes			

Terms & Condition

1. Bidders should provide proof of Oracle hardware back to back support from manufacturer with start date and end date along with invoice effective from the date of expiry i.e. 26th February, 2021.
2. Bidders should include Itemized cost for above items.
3. Onsite hardware support and maintenance will be paid on quarterly basis upon proof of deliverables in line with scope of work defined in this tender.
4. The migration of Disaster Recovery equipment shall be paid upon confirmation of migration and testing of services from the new locations.
5. **Prices to be inclusive of all taxes**

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

7.5   TENDER SECURITY FORM

Whereas ……………………………………… [*name of the tenderer*]
(hereinafter called "the tenderer") has submitted its tender dated …………. [*date of submission of tender*] for the supply, installation and commissioning of ………………………………[*name and/or description of the equipment*]
(hereinafter called "the Tender") …………………………………………….. KNOW ALL PEOPLE by these presents that WE ……………………… ……………… of ……………………………………. having our registered office at ………………… (hereinafter called "the Bank"), are bound unto ……………. [*name of Procuring entity}* (hereinafter called "the Procuring entity") in the sum of ………………………………….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-
1.   If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

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

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

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

_____
[*signature of the bank*]

7.6   TENDER SECURING DECLARATION

[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]*

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

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

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

7.7   PERFORMANCE SECURITY FORM

To ....
[*name of Procuring entity*]

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

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

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

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

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

Signed and seal of the Guarantors

_____

[*name of bank or financial institution*]

_____

[*address*]

_____

[*date*]

7.8   MANUFACTURERS AUTHORIZATION FORM

To   [*name of the Procuring entity*] ………………………………..

WHEREAS …………………………………………………………….
            [*Name of the principal*]
who are established and reputation dealers in ………………………… [*Type of business*]
having registered offices at …………… ………………………………….. *[Address of principal]* do hereby authorizing ………………………………………… *[Name and address of tenderer]* to submit a tender, *[reference of the tender]* for the stated (*particulars of tender*).

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

_____
          [Signature for and on behalf of the principal]

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

7.9   LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD

[*to be printed on the Letterhead of the Procuring Entity*] [*date*]

To: *[name and address of the Supplier]*

Re: Letter of Acceptance/Notification of Award

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data Sheet]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us and it is our intention to proceed to make a written contract in accordance with the terms specified in the tender documents on the expiry of fourteen (14) days period from the date of this notification.

The contract shall be signed by the parties within 30 days from the date of this letter but not earlier than 14 days from the date of the letter.

Yours

(Name of Accounting Officer)
Accounting Officer/Head of Procuring Entity

Please return a copy of this letter duly signed

Authorized Signature and Seal: _____

Name and Title of Signatory: _____

Name of Tenderers: _____

7.10   FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……………. OF………..…20……...

BETWEEN

………………………………………………………. APPLICANT

AND

…………………………………RESPONDENT *(Procuring Entity)*

Request for review of the decision of the…………… (*Name of the Procuring Entity)* of

……………dated the…day of …………..20……….in the matter of Tender No………….of

…………..20…

REQUEST FOR REVIEW

I/We……………………………, the above named Applicant(s), of address: Physical

address……………. Fax No……Tel. No……. Email ……………, hereby request the Public

Procurement Administrative Review Board to review the whole/part of the above

mentioned decision on the following grounds, namely: -

1.

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 *Secretary Public Procurement Administrative Review Board* on ………… day of

…………..20………….

SIGNED Board Secretary

7.11   SELF DECLARATION FORMS - DEBARRED
(r.47)
FORM SD1

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

I, …………………………………., of Post Office Box ………………………………
being a resident of ……………………………….. in the Republic of
……………………………. do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal
Officer/Director of …………...……………………………….. (insert name of the
Company) who is a Bidder in respect of Tender No. ………………….. for
…………………….. (insert tender title/description) for ……………………..(insert
name of the Procuring entity) and duly authorized and competent to make this statement.
Kenya Subsidiary Legislation, 2020

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

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

…………………………………   ………………………………   ……………..
(Title)   (Signature)   (Date)

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ………...…………………………… (insert name of the Company) who is a Bidder in respect of Tender No. ……………….. for ……………………... (insert tender title/description) for ……………… (insert name of the Procuring entity) and duly authorized and competent to make this statement, Kenya Subsidiary Legislation, 2020

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

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

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

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

……………………………… ………………………… ………………………
(Title)   (Signature)   (Date)

Bidder's Official Stamp