



**THIKA WATER AND SEWERAGE COMPANY LIMITED
(THIWASCO)**

TENDER NO: THIWASCO-003-2020-2021

**PROJECT: SUPPLY AND INSTALLATION OF
CLOUD COMPUTING**

**MANAGING DIRECTOR
THIKA WATER AND SEWERAGE COMPANY LTD,
P.O. BOX 6103 - 00100, THIKA – KENYA.**

CLOSING DATE: 15TH JUNE 2020 AT 12.00 NOON

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SECTION I INVITATION TO TENDER

DATE 27th May 2020

TENDER REF NO. THIWASCO 003/2020-2021

TENDER NAME Supply & Installation of Cloud Computing

- 1.1 Thika Water and Sewerage Company Ltd (THIWASCO invites sealed bids from eligible candidates for Supply & Installation of Cloud Computing
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **(Thika Water and Sewerage Company located along Haile Selassie Road near Chania Falls)** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees (*Kshs.1,000.00*) through bank deposit to;
(THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH).*Tender documents code-027* or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website www.thikawater.co.ke. Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to procurement@thikawater.co.ke.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at our **offices near the Procurement office or if by post to be addressed to:**

**Thika Water and Sewerage Company,
P O Box 6103 - 01000,
Thika.**
So as to be received on or before Monday, 15th June 202 at 12.00 noon
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Thika

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

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

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days

prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

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

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

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

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and

its qualifications to perform the contract if its tender is accepted.

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

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;

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

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

2.14 Tender Security (Tender Securing Declaration Form)

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

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

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

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

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

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

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

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

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” (*day, date and time of closing*)

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (*day, date and time of closing*).

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and

obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

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

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

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

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (time, day and date of closing) and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a

substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

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

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

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

2.30 Performance Security

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

ITT	Particulars of appendix to instructions to tenderers																																											
2.1	Eligible Particulars of eligible tenderers: Open																																											
2.3	Complete manual tender document may be obtained by interested candidates upon payment of a non- refundable fee of (Kshs.1,000.00) (THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH).Tender documents code-027 or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website www.thikawater.co.ke . Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to procurement@thikawater.co.ke .																																											
2.7	Language of tender: Documents prepared by the tenderer shall be written in English language																																											
2.11	Prices shall be quoted in Kenya Shillings																																											
2.12	Tender eligibility and qualifications: Refer to the Evaluation Criteria																																											
2.14	Form of tender security: Tenderer shall furnish a tender security of Kshs.20,000.00																																											
2.15.1	Validity of tenders: Tender prices shall remain valid for 120 days up from date of opening																																											
2.17.2 b)	Day, Date and time of closing: Monday,15 th June 2020 at 12.00noon																																											
2.18	Deadline for submission of tenders: 15 th June 2020 at 12.00noon																																											
2.20	Opening of tenders: 15 th June 2020 at 12.00noon																																											
2.24	<p><u>Evaluation Criteria</u> The following requirements must be met by the tenderer not withstanding other requirements in the tender document.</p> <p><u>A) mandatory requirements</u></p> <table border="1"> <thead> <tr> <th>NO.</th> <th>REQUIREMENTS</th> <th>YES</th> <th>NO</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Valid tax compliance certificate (i.e. not more than 12 months with effect from date of submission of bids</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>Proof of legal existence (copies of certificate of registration / incorporation)</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>Tender Security of Kshs.20,000.00 provided by insurance companies approved by PPRA or other financial institutions</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>Copy of current business permit/trade license</td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td>Dully filled, signed and stamped confidential business questionnaire.</td> <td></td> <td></td> </tr> <tr> <td>6.</td> <td>Dully Filled, signed and stamped form of tender</td> <td></td> <td></td> </tr> <tr> <td>7.</td> <td>Duly Filled litigation history and signed by company authorized director(s)</td> <td></td> <td></td> </tr> <tr> <td>8.</td> <td>Bid documents must be submitted in two copies marked “original and Copy”</td> <td></td> <td></td> </tr> <tr> <td>9.</td> <td>Valid Copy of the Tier III Certification, certified under TIA 942 or Uptime Institute certifications by a 3rd party or any other relevant certification to demonstrate this .</td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: Noncompliance with any MANDATORY requirement will automatically result in disqualification</p>				NO.	REQUIREMENTS	YES	NO	1.	Valid tax compliance certificate (i.e. not more than 12 months with effect from date of submission of bids			2.	Proof of legal existence (copies of certificate of registration / incorporation)			3.	Tender Security of Kshs.20,000.00 provided by insurance companies approved by PPRA or other financial institutions			4.	Copy of current business permit/trade license			5.	Dully filled, signed and stamped confidential business questionnaire.			6.	Dully Filled, signed and stamped form of tender			7.	Duly Filled litigation history and signed by company authorized director(s)			8.	Bid documents must be submitted in two copies marked “original and Copy”			9.	Valid Copy of the Tier III Certification, certified under TIA 942 or Uptime Institute certifications by a 3rd party or any other relevant certification to demonstrate this .		
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B) Technical Evaluation of Cloud based Solution

		Marks	Required
Experience of Bidder in offering cloud services (IaaS) in Kenya or Globally	2-5 years: 6 marks 6-9 years: 8 marks 10+ years: 10 marks	10	Project Work order / Completion Certificates from the client stating Project Start date and Project End date
Tier Classification of the proposed Data Center, where cloud hosting is to be served from:	Tier III: 5 marks	5	Valid Copy of the Tier III Certification, certified under TIA 942 or Uptime Institute certifications by a 3rd party or any other relevant certification to demonstrate this
Data Centre Uptime in Last 4 quarters	<99.5%: 0 marks 99.5-99.9%: 5 marks >99.9%: 10 marks	10	Self-undertaking along with system generated report
Number of Virtual Machines running (active) in the Data Centre of the bidder	200-400 VM's: 6 marks 401-600 VM's: 8 marks >=601 VM's: 10 marks	10	Self-undertaking along with report showing number of VM's running from proposed Data Centre/Data Recovery facility
Compliance to functional requirements	If compliance >95% - 15 marks 85-95% - 10 marks 70-85% 5 marks	15	Compliance sheet To be submitted, signed and stamped by Authorized Signatory
Project Manager Exp. in terms of Data Center Management, Cloud Solution Design and Management	8-11 years: 6 marks 12-15 years: 8 marks >=16 years: 10 marks	10	CV for Proposed Resource

	Cloud Service Provider's experience in setting up IT Infrastructure on cloud-based Data Centre/Data Recovery hosted out of the proposed Data Centre / Data Recovery facility in Kenya	each project =5 Marks	15	Project Work order and Completion Certificates
	Technical Presentation	Bidders understanding of the project and Scope of Work – 5 marks	25	
		Technical Solution – 10 marks		
		Project Management Methodology and People / Resources – 5 marks		
		Demonstration of the cloud solution – 5 marks		
	TOTAL		100	
	<p>Note;</p> <p>The Evaluation will be scored at a maximum of 100 points with a minimum of 70 points. Those firms managing a technical score of 70 points and above will proceed to the Financial Evaluation stage.</p> <p>Bidders must meet all the technical requirements for the cloud-based solution i.e. (1-5) in SECTION V-TECHNICAL SPECIFICATIONS, failure to any one of the specifications a bid shall be rendered non responsive.</p>			
2.27 (b)	Award Criteria; Award will be made to the lowest evaluated bidder In case of a tie competitive bidding shall be used.			
2.30	The amount of Performance Security shall be [10% of the contract price]			

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

42. Special conditions of contract as relates to the GCC

General conditions of contract reference	Special conditions of contract
3.7	Specify performance security: None
3.12	Specify method payments: payments shall be made upon receipt of the services or the invoice for the works done
3.9	Specify price variation allowed: None
3.18	Specify resolution of disputes: Disputes to be settled as per the arbitration laws of Kenya
3.19	Specify applicable law: laws of Kenya

SECTION V - TECHNICAL SPECIFICATIONS

Technical Evaluation of the Cloud based Solution

1. Compute

Requirement	Description	Compliance (Y/N)	Remarks
Compute optimized with sufficient RAM (64 GB DDR3 1066 MHZ) to handle Existing Infrastructure deployed at Thiwasco Server room Secure private cloud environment	Cloud provider should offer adequate RAM capacity matching the existing Infrastructure in Thiwasco Server room.		
Compute instances Management	Cloud provider should offer instances that can be managed using Self-service portal at no additional cost.		
OS Support – Linux	Cloud provider should be able to support the following Linux distributions (Red Hat, SUSE, Ubuntu, CentOS, and Debian)		
OS Support – Windows	Cloud provider should be able to support the Windows Server versions (Windows Server Standard Core 2016, 2012, Windows Server 2008)		
Resize virtual Machines seamlessly	Modifying of server configuration (including memory, storage) parameters seamlessly.		
Local disk/Instance store	Cloud provider should provide local storage for compute instances to be used for temporary storage of information that changes frequently.		

Requirement	Description	Compliance (Y/N)	Remarks
Provision of multiple concurrent instances	Cloud service must offer self-service Provisioning of multiple instances concurrently either through a programmatic interface (API/CLI) or through a management console.		
Instance affinity - logical grouping of instances within a single data Center	One Should be able to logically group instances together for applications that require low network latency and/or high network throughput.		
Instance anti- affinity -two or more instances hosted in different data centres'	One should be able to split and host instances across different physical data centres to ensure that a single physical datacentre failure event does not take all instances offline.		
Auto Scaling support	Cloud service should be able to automatically increase the number of instances during demand spikes to maintain performance and decrease capacity during lulls to reduce costs.		
Bring your own image/Instance Import	One Should be able to import the existing image and save it as a new. The available image can then be used to provision instances in the future.		
Export Instance Image	Cloud service must support the ability to take an existing running instance or a copy of an instance and export the instance into an Interoperable Virtual Machine Disk or Virtual Hard Disk image format.		
Instance maintenance mitigation	Cloud service must be architected in such a way to avoid instance outages or downtime when the provider is performing any kind of hardware or service maintenance.		
Instance failure recovery	Cloud service must be architected in such a way to automatically restart instances on a healthy host if the original physical host fails.		

Requirement	Description	Compliance (Y/N)	Remarks
Instance restart flexibility	Cloud provider must be able to schedule events for One's instances, such as a reboot, stop/start, or retirement. Depending on the event, one might be able to take action to control the timing of the event.		
Support for Docker containers	Cloud service should support containers, including Docker and/or other containerization platforms.		
Event-driven computing that runs code in response to events	Cloud service should be able to run One code in response to events and automatically manage the compute resources.		
Annual License and support for Microsoft products	Cloud provider should offer annual license and support for Microsoft apps like SQL Server and SharePoint Server.		

2. Service provision

Cloud service provider should enable the provision of cloud resources through self service provisioning		
The user admin portal should be accessible via secure method using SSL certificate.		
Should be able to create, delete, shutdown, reboot virtual machines from provisioning portal.		
Should be able to provision additional resources from provisioning portal as and when require.		
Should be able to take snapshot of virtual machines from provisioning portal.		
Should be able to size virtual machine and select required operating system when provisioning any virtual Machines.		
Should be able to predict his billing of resources before provisioning any cloud resources.		
Should be able to set threshold of cloud resources of all types of scalability.		

Should be able to provide all additional storages required for cloud services.		
Should be able to provide any kind of resources either static or elastic resources.		
Should be able to take console of cloud virtual machines from portal to Perform any operations.		
Should get list of all cloud resources from provisioning portal.		
Should be able to set the scaling parameters like in case of horizontal scaling.		
Should be able to set percentage / quantity of RAM consumption to trigger new virtual machines.		
Should be able to set percentage / quantity of network bandwidth to trigger new virtual machines.		
Should be able to set port on which horizontal scaling will work.		
Should be able to set minimum and Maximum number of virtual machines, which will be automatically, provisioned as part of horizontal scaling to handle spike in load.		
The cloud virtual machine created by portal should have at-least two Virtual Network Interface Controller cards. One Network Interface Controller card should be used for internet traffic while other should be used for internal service traffic.		

3. Networking

Requirement	Description	Compliance (Y/N)	Remarks
Multiple network interface/instance.	Cloud service should be able to support multiple (primary and additional) network interfaces.		

Requirement	Description	Compliance (Y/N)	Remarks
Multiple IP addresses /instance	Cloud service should be able to support multiple IP addresses per instance. Instances include hosting multiple websites on a single server and network appliances (such as load balancers) that have multiple private IP addresses for each network interface.		
Connectivity between Primary and Data Recovery cloud site	Connectivity is required for real time replication and user traffic between the Thiwasco Server room and Data Recovery site. Latency should not be there so that real-time replication can take place, and the link should be able to handle all user traffic in the case of an event. This link should be secure and private.		
Ability to move network interfaces and IPs between instances	Cloud service should support the ability to create a network interface, attach it to an instance, detach it from an instance, and attach it to another instance.		
Enhanced networking support	Cloud service should support capabilities such as single root Input and Output virtualization for higher performance (packets per second), lower latency, and lower jitter.		

Requirement	Description	Compliance (Y/N)	Remarks
Network traffic logging - Log traffic flows at network interfaces	Cloud service should support capturing information about the IP traffic going to and from network interfaces.		
Auto- assigned public or private IP addresses.	Cloud service should be able to automatically assign a Private or public IP to the instances.		
IP Protocol support.	Cloud service should be able to support multiple IP protocols, including Transmission Control Protocol, User Datagram Protocol, and Internet Control Message protocol.		
Use any network Classless Inter-Domain Routing, including RFC 1918	Cloud service should be able to support IP address ranges specified in RFC 1918 as well as publicly routable Classless Inter-Domain Routing blocks.		
Static public IP addresses	Cloud provider must support IP addresses associated with Thiwasco not a particular instance. The IP address should remain associated with the Virtual Machine until released explicitly.		
Auto created default virtual private network	Cloud service should be able to create a default private network and subnet with instances launching into a default subnet receiving a public IP address and a private IP address.		
Subnets within private network.	One should be able to create one or more subnets within private network with a single Classless Inter-Domain		

Requirement	Description	Compliance (Y/N)	Remarks
	Routing (CIDR) block.		
Subnet level filtering (Network Access Control Lists)	Cloud service should support subnet level filtering – Network Access Control Lists that act as a firewall for associated subnets controlling		
Egress filtering	Cloud service should support adding or removing rules applicable to outbound traffic (egress) originating from instances.		
Disable source/destination checks on interfaces	Cloud service should support the ability to disable source/destination check on network interfaces. By default, compute instances perform source/destination checks.		
Configure proxy server (Network Address Translation instance) at network level	Cloud service should support Network Address Translation instances that can route traffic from internal only instances to the Internet.		
Site-to-site managed Virtual Private Network service	Cloud service should support a hardware based Virtual Private Network connection between the cloud provider and the Thiwasco server room.		
Virtual Network Peering	Cloud service should support connecting two virtual networks to route traffic between them using private IP addresses.		
Multiple Virtual Private Network Connections per Virtual Network	Cloud service should support creation of multiple Virtual Private Network connections per virtual network		

Requirement	Description	Compliance (Y/N)	Remarks
Border Gateway Protocol for high availability and reliable failover	Cloud provider should support Border Gateway Protocol. Border Gateway Protocol to perform a robust liveness check on the IPsecurity tunnel and simplify the failover procedure that is invoked when one Virtual Private Network tunnel goes down.		
Private connection to Thiwasco Server Room	Cloud provider should support direct leased line connections between cloud provider and Thiwasco Server room, which in many cases can reduce network costs, increase bandwidth throughput, and provide a more consistent network experience than Internet-based connections.		
Domain Name System based global load balancing	Cloud service should support Load balancing of instances across multiple host servers.		
Load balancing supports multiple routing methods	Cloud service should support multiple routing mechanism including round-robin, failover, sticky session etc.		
Front-end Load Balancer	Cloud service should support a front-end load balancer that takes requests from clients over the Internet and distributes them across the instances that are registered with the load balancer.		
Back-end Load Balancer	Cloud service should support an internal load balancer that routes traffic to instances within private subnets.		

Requirement	Description	Compliance (Y/N)	Remarks
Health checks - monitor the health and performance of application	Cloud service should support health checks to monitor the health and performance of resources.		
Integration with Load Balancer	Cloud service should support integration with load balancer.		
Low Latency	The Content Security Policy should be able to provide network connectivity between the servers if required.		

4. Storage - Blocks / Object Storage

Requirement	Description	Compliance (Y/N)	Remarks
Support for storage allocated as local disk to a single Virtual Machine	Cloud provider should offer persistent block level storage volumes for use with compute instances.		
Storage volumes > 1 TB	Cloud provider should offer block storage volumes greater than 1 TB in size.		
Solid State Drive backed storage media.	Cloud service should support solid state drive (SSD) backed storage media that offer single digit millisecond latencies.		
Provisioned Input /Output support.	Cloud service should support the needs of Input/output intensive workloads, particularly database workloads that are sensitive to storage performance and consistency in random access Input/output throughput.		
Encryption using provider managed keys	Cloud service should support encryption of data on volumes, disk Input /Output, and snapshots using industry standard Advanced Encryption Standard- 256 cryptographic algorithm.		

Durable snapshots.	Cloud service should support point-in-time snapshots. These snapshots should be incremental in nature.		
Ability to easily share snapshots globally	Cloud Service should support sharing of snapshots across regions making it easier to leverage multiple regions for geographical expansion, data Center migration, and disaster recovery.		
Consistent Input Output per second (IOPS)	Cloud service should support a baseline Input Output Per Second/GB and maintain it consistently at scale		
Annual Failure Rates <1%	Cloud service should be durable and support annual failure rates of less than 1%		

5. Security administration and audit trail.

Requirement	Description	Compliance (Y/N)	Remarks
Control access to the cloud resources at a granular level	Cloud provider should offer fine-grained access controls including, conditions like time of the day, originating IP address, use of SSL certificates, or authentication with a multifactor authentication device.		
Utilize multifactor authentication when accessing cloud resources	Cloud service should support multi-factor authentication. Multi-Factor Authentication requires users to prove physical possession of a hardware or virtual Multi-Factor Authentication device by providing a valid Multi-Factor Authentication code.		
Identify when an access key was last used. Rotate old keys and remove inactive users	Cloud service should support reporting a user's access keys last used details.		

Requirement	Description	Compliance (Y/N)	Remarks
Directory as a service	Cloud provider should support setting up a stand-alone directory in the cloud or connecting cloud resources with existing on premises Microsoft Active Directory.		
User and Group management	Cloud service should support features such as user and group management.		
Integration with your existing on premises Active Directory	Cloud service should integrate with existing on premise Active Directory.		
Self-service password reset for cloud users	Cloud service should allow users to reset their password in a self-service manner.		
Managed service to create and control the encryption keys used to encrypt Thiwasco data	Cloud provider should offer a service to create and control the encryption keys used to encrypt Thiwasco data.		
Audit of all action on keys	Cloud service should support auditing with features such as what request was made, the source IP address from which the request was made, who made the request, when it was made, and so on.		
Key Durability	Cloud service should support durability of keys, including storing multiple copies to ensure keys are available when needed.		
Web service to record Application Program Interface calls	Cloud provider should offer a service to record history of Application Program Interface calls and related events for a user account.		

The Bidder should scale the instances to a range of 12TB – 24 TB, to cater for the current resource need, putting into consideration data growth and future

needs. But Thiwasco will only procure resources on need be basis, starting with 12 TB and scale up as the need arises.

NB: The Bidder must meet all the Technical Requirements for the Cloud based solution i.e. (1 to 5) to proceed to the Detailed bidder qualification evaluation below.

Bidder Qualifications Evaluation

The bidder should have the following qualification: -

Qualifications for the Cloud Service Provider (CSP)

Basic Requirement	Eligibility Criteria	Documents to be submitted
Experience of Bidder	Bidder must demonstrate experience in offering cloud services (IaaS) in Kenya or Globally	Project Work order / Completion Certificates from the client stating Project Start date and Project End date /Reference Letter (any of the documents)
Tier Classification	Tier Classification of the proposed Data Center, where cloud hosting is to be served from	Valid Copy of the Tier III Certification certified under TIA 942 or Uptime Institute certifications by a 3rd party or any other relevant certification to demonstrate this. (Any one of the certifications will suffice)
Data Centre Uptime	Data Centre Uptime in the Last 4 quarters	Self-undertaking along with system generated report
Number of Virtual Machines	Number of Virtual Machines running (active) in the Data Centre of the bidder	Self-undertaking along with report showing number of Virtual Machines' running from proposed Data Centre/Data Recovery facility
Compliance to functional requirements	Compliance to functional requirements	Compliance sheet To be submitted, signed and stamped by Authorized Signatory
Project Manager Experience	Project Manager Experience in terms of Data Center Management, Cloud Solution Design and Management	CV for Proposed Resource

<p>Cloud Service Provider's experience</p>	<p>Cloud Service Provider's experience in setting up IT Infrastructure on cloud based Data Centre/Data Recovery facility.</p>	<p>Project Work order, Completion Certificates and reference letters.</p>
<p>Technical Presentation</p>	<p>Bidders understanding of the project and Scope of Work, Technical Solution, Project Management Methodology and People / Resources, Demonstration of the cloud solution</p>	

SECTION VI - SCHEDULE OF REQUIREMENTS

No.	Item
1.	Supply and Installation of Cloud Computing with annual subscription fees

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT RATE (KSHS)	TOTAL PRICE (KSHS)
1	Supply and Installation of Cloud Computing	1	Job.		
2.	Annual subscription fees	yearly	Fees		
	Total amount inclusive of vat				

Note;

- i. All prices quoted must be inclusive of Value Added Tax

Signature of tenderer _____

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

SECTION VIII - STANDARD FORMS

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

<i>Part 1 – General:</i>	
Business Name .....	.....
Location of business premises. ....	.....
Plot No.....	Street/Road
Postal Address	Tel No. Fax
Nature of Business	E mail
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			
	<ul style="list-style-type: none"> • 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	Signature of Candidate			

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

8.3 TENDER SECURING DECLARATION FORM

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

Date:

.....
*[insert **date** (as day, month and year)]*

Bid No.:

.....
*[insert **number of bidding process**]*

Alternative No.:

.....
*[insert **identification No if this is a Bid for an alternative**]*

To:

.....
*[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of *[insert **number of months or years**]*.....starting on *[insert **date**]*,..... if we are in breach of our obligation(s) under the bid conditions, because we:

- a) have withdrawn our Bid during the period of bid validity specified in the Form of Tender; or
- b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (i) Fail or refuse to execute the Contract, if required, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of:-

- (i) our receipt of your notification to us of the name of the successful Bidder; or
- (ii) twenty-eight days after the expiration of our Tender

Signed:

.....
[Insert signature of person whose name and capacity are shown] In the capacity of

8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

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

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

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

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....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