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**NATIONAL SOCIAL SECURITY FUND
SOCIAL SECURITY HOUSE NAIROBI
P.O BOX 30599 – 00100
NAIROBI**

TENDER NO. NSSF 04/2019-2020

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND
COMMISSIONING OF ENTERPRISE SERVERS, STORAGE
AND ASSOCIATED SOFTWARES**

(OCTOBER, 2019)

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SECTION 1: TENDER NOTICE

TENDER NO. NSSF 04/2019-2020: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ENTERPRISE SERVERS, STORAGE AND ASSOCIATED SOFTWARES

The National Social Security Fund invites sealed tenders from eligible and competent firms registered under AGPO – Youth Category to submit bids for the Supply, Delivery, Installation and Commissioning of Enterprise Servers, Storage and Associated Softwares as specified in the tender document.

Interested tenderers should obtain tender documents detailing the requirements from **Procurement Office, 9th Floor, Social Security House, Nairobi, Block A, Western Wing, along Bishops Road, Nairobi** upon payment of a **non-refundable fee of KES 1,000** payable to National Social Security Fund either in cash or bankers cheque at the **Cash Office on Podium Floor, Room P006, Western Wing, Block ‘A’,**.

Alternatively, the documents may be downloaded from the website www.nssf.or.ke/tenders or <http://supplier.treasury.go.ke> **free of charge**. Interested bidders who download the documents should send their particulars through email procurement@nssfkenya.co.ke for registration purposes before the tender closing date. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued

Tender documents shall be accompanied by the **Mandatory** requirements as stated in the Tender Document. Rates/Prices quoted should be net inclusive of all taxes and shall remain fixed during the term of the contract.

Completed tender documents in plain sealed outer envelopes enclosing separately sealed envelopes (in ‘**original**’ and ‘**copy**’ properly bound) **ALL** clearly marked **Tender No. NSSF 04/2019-2020: Supply, Installation, Testing and Commissioning of Enterprise Servers, Storage and Associated Softwares**, as per instructions in the tender documents and addressed to:

**The CEO/Managing Trustee
National Social Security Fund
P.O. Box 30599 – 00100
NAIROBI**

The same should be deposited in the tender Box on **2nd Floor, Reception Area, Block ‘A’, Western Wing, Social Security House, Nairobi** on or before **11:00 A.M. local time on 8th November, 2018** Tenders will be opened immediately thereafter at the **Seminar room, on 4th Floor, Social Security House, Block ‘A’ Western Wing, Nairobi** in the presence of bidders representatives who choose to attend.

NSSF reserves the right to accept or reject any tender either in whole or in part

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers registered under AGPO – Youth Category as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 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 unless where specially allowed under section 131 of the Act.
- 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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed 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 equipment(s)/Good are 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 equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

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 1,000.00

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

2.4. Contents of 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 Form
- (xiv) Declaration form

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 Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. 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 Tender Documents

- 2.6.1 At any time prior to the deadline for submission of tender, 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.
- 2.6.2 All prospective tenderers that have obtained 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 the Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components.
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.12 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 2.13 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
 - (e) Confidential Business Questionnaire

2.9 Tender Form

- 2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, 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 where applicable and total tender price of the equipment and installation it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the equipment quoted EXW (ex works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
 - (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
 - (iii) installation charges shall also be indicated separately for each equipment
- 2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 Tender Currencies

- 2.11.1 All the Prices shall be quoted in Kenya Shillings. Where quoted in a currency, other than Kenya Shillings, the client shall convert to KES using the CBK mean rate on the opening date.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1 the tenderers 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.
- 2.12.1 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
- 2.12.2 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;
- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
 - (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 Document

- 2.13.1 Pursuant 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 equipment which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment 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 equipment
 - 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 equipment for a period of two (2) years, following commencement of the use of the equipment 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 commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Advertisement, Section 2.14.1(2.14.2) and Appendix to Instructions to Tenderers.
- 2.14.2 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
- 2.14.3 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) Such insurance guarantee approved by the Authority
- d) Letter of credit.

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

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

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

2.14.7 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the 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
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. 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. 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 initialled 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 as described in 2.17

2.17.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given on the Invitation to Tender.
- (b) Bear the tender number and name (**Tender No. NSSF 04/2019-2020: Supply, Delivery, Installation, Testing and Commissioning of Enterprise Servers, Storage and Associated Softwares**) as described in the Invitation to Tender and the words "DO NOT OPEN BEFORE" **8th November, 2019 at 11:00 A.M.**

2.17.3 The inner envelopes only 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.

2.17.5 The tenderer shall submit the technical and financial proposals in two separate envelopes.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **8th November, 2019 at 11:00 A.M.**

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

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

2.19 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

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend after **11:00 A.M. on 8th November, 2019** and in the location specified in the invitation to tender

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

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

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

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination and Responsiveness

- 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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be 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 affect 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 those 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 Procuring entity's evaluation of a tender will exclude and not take into account
- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will also be applied

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

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

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

2.25 Contacting the Procuring Entity

- 2.25.1 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.
- 2.25.2 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.

2.26 Award of Contract

(a) Post-Qualification

- 2.26.1 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.
- 2.26.2 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.
- 2.26.3 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

- 2.26.4 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.
- 2.26.5 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.

(c) Procuring Entity's Right to accept or Reject any or All Tenders

- 2.26.6 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 of the grounds for the procuring entity's action
- 2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination
- 2.26.8 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.
- 2.26.9 A tenderer who gives false information in the tender document about is 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 signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that there tenders have not been successful

2.28 Signing of Contract

- 2.28.1 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.
- 2.28.2 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.
- 2.28.3 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 Performance Security

- 2.29.1 Within Twenty Eight (28) 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.
- 2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 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.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 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 and will not be involved in corrupt or fraudulent practices.
- 3.30.2 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.
- 3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Eligible tenderers shall be Kenyan registered who have been certified for Preferential Access to Government Procurement
2.14.1	Duly completed Tender Securing Declaration Form
2.18.1	Tenders to be received not later than 8th November, 2020 at 11:00 A.M.
2.18.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Manager's (Procurement services) office on 9 th Floor; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the tenderer shall be required to place the tender documents at the tender box designated area.
2.20.1	All tenders received on the prescribed time shall be opened after 11:00 A.M. on 8th November, 2020
2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account
2.29.1	The performance security shall be an equivalent of 10% of the contract price to be issued by a reputable Bank located in Kenya.

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 to the extent that they are not superseded by provisions of other part of contract.

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 and will be treated thus in the evaluation of the tender.

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 Candidate 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 twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable 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) Cash
 - b) Bank guarantee
 - c) Letter of credit
- 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 equipment 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. 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 equipment 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 equipment after the equipment arrival and installation 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 and packaging of the equipment 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 equipment, documents and installation of the same 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 equipment 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 equipment delivered and installation 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 requests 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 equipment within the periods specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

3.17. Liquidated Damages

3.17.1 If the tenderer fails to deliver and/or install any or all of the items 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 any 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

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 specified in the SCC

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.

3.21. Notices

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

SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT

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

Tendering Notes

- i. The Tenderer is required to check the number of pages and if any is found to be missing or in duplicate or the figure or writing indistinct, they must inform the NSSF at once and have the same rectified.
- ii. Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform the NSSF in order that the correct meaning may be decided upon before the date for submission of the Tender.
- iii. No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.
- iv. It is the sole responsibility of the tenderer to ensure that all the documents submitted are well bounded and the Fund shall not take any responsibility or liability for any loss or misplacement of loose documents.
- v. The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.
- vi. Any requirement stated as mandatory shall be complied in full and failure to do so shall render the tender non responsive.

Terms and conditions of the tender

1. The tender is for Supply, Delivery, Installation and Commissioning of Enterprise Servers, Storage and Associated Softwares as detailed in Section V.
2. **Tender prices** quoted should be **inclusive of all taxes** and **costs of Supply, Installation, Testing and Commissioning of Enterprise Servers, Storage and Associated Softwares, as detailed in Section V.** The cost must factor in other materials/software required.
3. The selected tenderers will be responsible for the Supply, Installation, Testing and Commissioning of all other items required for efficient and effective use of the product and Associated Services.
4. The bidder shall facilitate and extend warranty period of the product supplied for at least three years.
5. In the event, the tenderer's company or the concerned division of the Company is taken over/bought over by another company, all the obligations under the agreement with NSSF, should be passed on for compliance by the new company in the negotiation for their transfer.
6. If the name of the product is changed for describing substantially the same in a renamed form; then all techno financial benefits agreed with respect to the original product, shall be passed on to NSSF and the obligations with NSSF taken by the Tenderer with respect to the product with the old name shall be passed on to the product so renamed.
7. Printed terms and conditions submitted by tenderer will not be binding on NSSF. All the terms and conditions for the supply, testing and installation, payment terms, penalty etc. will be as those mentioned in this tender document. All tenderers by virtue of submission shall be deemed to have accepted the terms and conditions stated herein with no exceptions.
8. Alterations, if any, in the Tender bids should be attested properly by the tenderer, failing which, the Tender may be rejected.
9. All tenders must be accompanied by evidence necessary to support professional and technical qualifications & competence.
10. All tenderers must provide proof of experience from their previous customers involving work of similar nature in terms of certificates of completion / delivery notes.
11. All forms requiring immediate completion must be duly filled. The other forms shall be treated as sample forms.
12. All tenders must be accompanied by manufacturers' warranty.
13. Successful tenderers shall be required to furnish a performance security, in form of a bank guarantee, equivalent to 10% of the tender price to remain valid for the duration of the Contract.
14. The supplier will test the equipment's operations and perform all necessary setup, configuration and customization for successful operation.
15. Acceptance Tests

- 16.1 The NSSF will provide the necessary input to the supplier, who shall conduct formal Acceptance Tests on the installed equipment to verify their conformance with the Operation Acceptance Tests.
- 16.2 The NSSF shall issue certification of acceptance only after successful completion of the acceptance tests. The Acceptance testing shall be subject to the following provisions:
 - 16.2.1 Acceptance testing for the equipment shall occur when the equipment has met all the Standard(s) of performance defined in the Technical Specifications.
 - 16.2.2 Within two weeks from the end of the initial acceptance test, the NSSF shall either certify acceptance of the equipment under test, thereby formally commencing its Warranty Period, or provide a written description of the deficiencies that must be rectified before the equipment can be accepted.
 - 16.2.3 If the equipment fails to meet the standard(s) of performance after 60 days from the start of acceptance testing, the NSSF may, at its option, request a replacement or correction of deficiencies.
 - 16.2.4 The duration of acceptance testing shall not exceed ninety (90) days from the date of commencement or the date when the supplier makes all corrections, whichever is later.
 - 16.2.5 Warranty.
- 16.3 The supplier warrants that the equipment supplied under the contract incorporate the latest technologies. The supplier further warrants, for the duration of the warranty period commencing from the date of acceptance of each product, that all equipment supplied under this contract shall have no defect arising from design or workmanship.
- 16.4 The warranty period for all hardware and associated software shall not be less than 36 months from the date of acceptance certificate for each product/item.
- 16.5 The NSSF shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the supplier shall, within the warranty period and with all reasonable speed, repair or replace the defective equipment, without costs to the NSSF.
- 16.6 If the supplier, having been notified, fails to remedy the defect(s) within the specified period, the NSSF may proceed to take such reasonable remedial action as may be necessary, at suppliers risk and expense and without prejudice to any other rights which the NSSF may have against the supplier under the contract.
- 16.7 During the warranty period, the supplier will provide at no additional cost to the NSSF all product and documentation updates and new software version releases within 30 days of their availability in Kenya, and no later than 12 months after they are released in the country of origin of the product.
- 16.8 The supplier hereby represents and warrants that the equipment and its associated software as delivered does not and will not infringe any intellectual property rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other transfers of intellectual property rights and the warranties set forth in the contract, and for the NSSF exclusively to own or exercise all intellectual property rights as provided in the contract. Without limitation, the

Supplier shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used for development of the software.

- 16.9 Without prejudice to the warranties given for individual products or services, the supplier hereby warrants to the NSSF that:
- 17.8.1 The equipment meets NSSF's requirements as set forth in the technical specifications and will provide the functionality and performance set forth therein. The supplier shall accept responsibility for the successful installations and commissioning in accordance with the requirements of the technical specifications, of all products provided under the contract;
- 17.8.2 The equipment specifications, capabilities and performance characteristics are as stated in the supplier's tender and product documentation.
- 17.9 The supplier will offer all possible assistance to the NSSF to seek warranty services or remedial action from third party producers or licensors of products included in the equipment. The Supplier will make all reasonable and necessary efforts to correct defects in the equipment that constitute significant deviations from the technical specifications.
- 17.10 The supplier warrants that there is no intention of discontinuing production of products to be supplied under the contract within three years following product acceptance signature. In the event that the supplier intends to discontinue production of any product after this period, the supplier shall notify the NSSF 180 days in advance of such discontinuance to permit the NSSF, at its option, to procure the necessary quantities of the product, or require that the supplier propose the contractual substitution of a newer, compatible and functionally equivalent product.
- 18 Copyright
- 18.8 The Intellectual property rights in all non-standard customized software shall vest and be to the exclusive use of the procuring entity.
- 18.9 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights;
- 18.10 The NSSF's contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement.
- 19 Software Licence Agreements
- Except to the extent that the Intellectual Property Rights in the Software vest in the NSSF, the Supplier hereby grants to the NSSF license to access and use the associated Software.

SECTION V- SCHEDULE OF REQUIREMENTS

1 Background

1.1 The National Social Security Fund (NSSF) is working on a roadmap to strengthen its Data Centre infrastructure as part of its transformation into a “Trusted Centre of Excellence in the Provision of Social Security”. Some of key planks of this strategy that are designed to enhance efficiency and ensure greater business continuity are:

- A. robust ICT security infrastructure and services;
- B. robust computing and data storage servers; and
- C. resilient network infrastructure

1.2 This tender is one in a series of tenders designed to address these business requirements by procuring service providers to:

- ✓ Additional server hardware.

2 Objectives and Benefits

2.1 NSSF is desirous of enhancing the availability and resilience of its Data Centre infrastructure to achieve the following business benefits:

- i. Higher availability for online services;
- ii. Greater security for enterprise information and systems;
- iii. Additional and more scalable server capacity;
- iv. Ease of rolling out new services;
- v. Business continuity
- vi. Compliance with regulatory guidelines and

2.2 In this tender, the Fund seeks a partner to supply, install, commission and support an enhanced Data Centre Infrastructure and associated services. The required capabilities shall include:

- 1. Enterprise Data Centre Servers that will support SAP HANA

3 NSSF Current IT Landscape

3.1 The current ICT infrastructure includes a mix of products from major manufacturers like IBM, Oracle, HP, NetApp and Cisco.

3.2 The new equipment shall be required to seamlessly integrate with and complement the existing infrastructure without downtime.

4 Scope of the Tender

4.1 NSSF reserves the right to award or cancel the tender.

TECHNICAL SPECIFICATIONS

a) Database / Application Servers' Technical Specifications

i) Production Server Specifications

S/n	Item	Minimum requirements	Compliant (Y/N)	VENDOR RESPONSE (Detailed explanation with Cross-reference Evidence must be included)
1.	Processors	Family: 64bit RISC Processors Number: 4 Processors (Scalable to 16) Cores per processor: 6 (Total 12cores Activated, 24 installed) Cache: 8 MB L3 cache per core At least Speed: 4.0Ghz Base Frequency		
2.	Memory	Type: 1600 MHz DDR4 DRAM Capacity: 512GB Expandable to 64TB		
3.	Byte Ordering	Support combination of big-endian and little-endian Virtual Machine environments (Operating Systems).		
4.	Virtualization	In-built virtualization/Hypervisor		
5.	Network	Four (4) 10GB/s Ethernet Adapters Four (4) 32GB/s FC Adapters		
6.	Drives	Four (4) 800GB SSD NVMe Modules		
7.	Expansion Slots	4 PCIe 3.0		
8.	Power Supply	Two Slot hot plug power supplies		
9.	Form factor chassis	Rack Mountable		
10.	Operating System Support	MUST support the following Operating system types: <ul style="list-style-type: none"> • UNIX • Linux variants (Red Hat Enterprise Linux, SUSE Linux Enterprise Server (SLES) and Ubuntu) 		

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11.	Required Software Licenses	<ul style="list-style-type: none"> Integrated (Built in) Server Virtualization Management software. Red Hat Enterprise Linux for SAP Applications 		
12.	Warranty & Support Services	1-year warranty, 3-year 24/7 support		
13.	Services	Server Virtualization and Operating Systems Installations / Configurations		
14.	System Software	Capability to run Linux RHEL 7.6 for SAP GRC, PowerHA Enterprise Edition, Security and Compliance concurrently with requested Operating systems		
15.	Quantity	1 units		

ii) **Non-Production Server Specifications**

S/n	Item	Minimum requirements	Compliant (Y/N)	VENDOR RESPONSE (Detailed explanation with Cross-reference Evidence must be included)
1.	Processors	Family: 64bit RISC Processors Number: 4 Processors (Scalable to 16) Cores per processor: 6 (Total 24 cores Activated, 24 Installed) Cache: 8 MB L3 cache per core At least Speed: 4.0Ghz Base Frequency		
2.	Memory	Type: 1600 MHz DDR4 DRAM Capacity: 1TB Expandable to 64TB		
3.	Byte Ordering	Support combination of big-endian and little-endian Virtual Machine environments (Operating Systems).		
4.	Virtualization	In-built virtualization/Hypervisor		
5.	Network	Four (4) 10GB/s Ethernet Adapters Four (4) 32GB/s FC Adapters		
6.	Drives	Four (4) 800GB SSD NVMe Modules		
7.	Expansion Slots	4 PCIe 3.0		
8.	Power Supply	Two Slot hot plug power supplies		

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9.	Form factor chassis	Rack Mountable		
10.	Operating System Support	MUST support the following Operating system types: <ul style="list-style-type: none"> • UNIX • Linux variants (Red Hat Enterprise Linux, SUSE Linux Enterprise Server (SLES) and Ubuntu) 		
11.	Required Software Licenses	<ul style="list-style-type: none"> • Integrated (Built in) Server Virtualization Management software. • Red Hat Enterprise Linux for SAP Applications 		
12.	Warranty & Support Services	1-year warranty, 3-year 24/7 support		
13.	Services	Server Virtualization and Operating Systems Installations / Configurations		
14.	System Software	Capability to run Linux RHEL 7.6 for SAP GRC, PowerHA Enterprise Edition, Security and Compliance concurrently with requested Operating systems		
15.	Quantity	1 units		

b) SAN STORAGE- QUANTITY=1

S/n.	Item	Minimum requirements	COMPLIANT Y/N	VENDOR RESPONSE (Detailed explanation with Cross-reference Evidence must be included)
	Storage Brand/ Model	The proposed storage system should be All Flash Array configured with flash core modules and not Solid-State drives		
	Form factor	Control enclosure: 2U rack mount, 24 Flash Core modules		
	Controller configuration	Offered storage shall be offered using two clustered controllers that are in active-active state and the storage array should be able to scale up to eight controllers.		
	Controller Cache	Should support Cache options from 128 GB (64 GB per canister) to 1.5 TB (768		

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		GB per canister). The cache requirement for this solution is 256GB.		
	Capacity	Offered storage should be configured with 4.6TB NVMe flash modules giving 20TB usable capacity after RAID6		
	NVMe Accelerated	Offered storage system should be an NVMe based Enterprise flash array with Flash Core technology		
	Host ports and back-end ports	<p>1. Offered Storage shall have minimum of 4 host ports for connectivity to servers running at 32Gbps speed.</p> <p>2. Offered storage shall also support additional Quad 10Gbps native ISCSI ports.</p> <p>3. Offered storage shall have two additional IP ports for the storage-based replication</p>		
	AI- Empowered	Offered storage system should have inbuilt Storage Analytics, Storage Resource management and predictive support platform		
	Cloud Enabled	The proposed storage system should have Multi-cloud API automation, replication and secondary data orchestration software		
	Application support	The offered storage should support all applications running on physical, virtual and container environments.		
	Effective Capacity	Offered storage should have 20TB usable capacity in strictly 2U rack units. With data reduction, the effective capacity should be 40TB. Vendors without data reduction guarantee should provide 40TB usable capacity (after RAID)		
	Performance	Offered storage should provide a minimum of 1.25M IOPs per rack unit with latency less than 200ms (microseconds)		
	Capacity Savings	1. Offered storage array shall be supplied with Thin provisioning as part of storage software		

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		<p>2. Offered storage shall be supplied with Real time compression and deduplication to reduce on acquisition cost. Minimum data reduction ratio of 2:1 is required.</p> <p>3. For effective capacity utilization, Real-time Compression shall operate immediately as data is written to disk, meaning that no space is wasted storing uncompressed data awaiting post-processing</p>		
	RAID levels	RAID Support 0, 1, 5, 6, and 10; Distributed RAID 5 and 6		
	NVMe Flash Modules	<p>Should support the following 2.5-inch (SFF) NVMe FlashCore Modules</p> <ul style="list-style-type: none"> • 4.8 TB 2.5-inch NVMe FlashCore Module • 9.6 TB 2.5-inch NVMe FlashCore Module • 19.2 TB 2.5-inch NVMe FlashCore Module 		
	Drives	<p>Should support the following 2.5-inch (SFF) NVMe industry-standard drives</p> <ul style="list-style-type: none"> • 1.92 TB 2.5-inch NVMe Flashdrive • 3.84 TB 2.5-inch NVMe Flashdrive • 7.86 TB 2.5-inch NVMe Flashdrive • 15.36 TB 2.5-inch NVMe Flashdrive 		
	Scalability	Offered All Flash Array should scale to a minimum of 32PB in a single rack to reduce CAPEX and OPEX		
	100% High availability	<ul style="list-style-type: none"> • Offered storage should support Hyper-swap high availability and disaster recovery feature • Dual-port flash drives with automatic drive failure detection and RAID rebuild • Engineered ECC, advanced wear levelling, write buffer and hardware offload, garbage 		

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		<p>collection and variable stripe RAID</p> <ul style="list-style-type: none"> • Redundant hardware, including power supplies and fans • Optimized overprovisioning 		
	Virtualization	Should support inbuilt and external virtualization for third party arrays without requirement of additional software or hardware		
	Warranty and Support	3 years 24x7 support. Flash Core Modules should be covered for read/write endurance during warranty or maintenance		
	Data Protection	Offered storage should include Storage Software for array management, data reuse, modern data protection, disaster recovery, and containerization. Copy Data management shall be configured for QA environment		
	Storage Management and Insights	Offered storage shall provide a single dashboard that gives a clear view of the entire storage environment and allow making better decisions by seeing trends in performance and capacity		
	Data Replication	The storage array should support hardware-based data replication at the array controller level across all modern storage systems from various vendors.		
	Training	Post implementation training for NSSF ICT Staff- minimum of 5 staff		
	Support	<p>The proposed solution must be from the same OEM and the solution provider MUST have a back to back support agreement from Original OEM with:</p> <ul style="list-style-type: none"> • Global, 24x7 support for Severity 1 issues, • Fast response times for critical issues • Unlimited number of support requests. • Dedicated Onsite Engineer. • Product updates and upgrades 		
	Capacity to Deliver the Service	<p>-Manufacturer implementation services</p> <p>- Storage and server certifications</p> <p>- Implementation and support for equivalent solutions for a minimum of 3 enterprise institutions in Kenya</p>		

c) SAN SWITCHES- QUANTITY=2

S/n	Item	Minimum Requirements	Compliant Y/N	VENDOR RESPONSE (Detailed explanation with Cross-reference Evidence must be included)
	Switch Model	Proposed SAN switches should have 64 ports supporting 32 Gbps and 128 Gbps links		
	Fiber channel ports	The proposed SAN switch should support 64 Fibre Channel ports in an efficiently designed 1U form factor, delivering industry-leading space utilization for simple scalability and consolidation, reducing costs and complexity.		
	Active ports	24-ports fully licensed with SFPs and cables		
	Fabric Performance Impact (FPI) Monitoring	The proposed SAN switch should automatically detect and alert administrators to different latency severity levels and identify slow-drain devices that could impact network performance.		
	Performance	32Gbps port speed		
	ISL Trunking	Frame-based trunking with up to eight 32 Gbps SFP+ ports or two 128 Gbps QSFP ports per ISL trunk, offering up to 256Gbps per ISL trunk		
	Credit Loss Recovery	The proposed SAN switches should detect and overcome performance degradation and congestion due to buffer credit loss		
	Clear Link Diagnostics	Proposed SAN switches should have this functionality in order to simplify deployment and support of high-performance fabrics.		
	Aggregate bandwidth	768Gbps end to end full duplex		

Port types	D_Port (ClearLink diagnostic Port) E_Port, E_Port, M_Port, (Mirror Port)		
Hot-swap components	Power supplies, fan modules, SFPs		
Knowledge Transfer	Post implementation skills transfer for NSSF ICT Staff		
Warranty and Support	3 years warranty and support for both hardware and software		

ADDITIONAL REQUIREMENTS FOR TECHNICAL SPECIFICATIONS

The following Checklist is provided to help the Bidder organize and consistently present his Technical Bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to each Requirement. In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid.

The cross reference should identify the relevant document(s), page number(s), and paragraph(s). The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid.

One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are not sufficient to confirm technical responsiveness with Technical Requirements and as such will be treated as non-compliance.

The requirement noted as "M/P" on the checklist depicts "Mandatory" and "Preferred" attribute of the requirement respectively.

Bidders shall use the following options to indicate the "DEGREE OF SUPPORT OF COMPLIANCE" their solution provides for each of the features listed in this section:

1. FS - (Fully Supported) the system fully supports the requirement without any modifications.
2. PS - (Partially Supported) the system supports the requirement with use of a system or workflow workaround.
3. NS - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

Please tick the appropriate column to indicate one of the responses listed above for each item and add as many comments, as you may feel relevant in the "BIDDER'S TECHNICAL REASONS SUPPORTING COMPLIANCE" section.

Wherever a "REQUIREMENT" is not "Fully Supported" by the bidder's solution, they are requested to provide a clear and concise explanation in the "BIDDER'S TECHNICAL REASONS SUPPORTING COMPLIANCE" section.

Notes:

- 1) Bidder must submit this technical statement of compliance document with no alterations.
- 2) It is a mandatory requirement for the bidder to include the bill of materials (part numbers and description and quantity but **without prices**) in this section to ascertain compliance. Missing Bill of Materials SHALL lead to disqualification.

PART Number/SKU	Description	Quantity

- 3) The Technical bill of materials included here must match what is indicated in the price schedule. Variances in the Bill of Materials between the technical and the price schedule could lead to disqualification.
- 4) NSSF reserves the right to confirm the compliance of the specified products directly with the Manufacturer or their local representative.
- 5) It is a mandatory requirement for bidder to include Manufacturer Authorization Letters for all products proposed.
- 6) The bidder must include a table of the Manufacturer authorization letters detailing the vendor contacts. NSSF reserves the right to verify the authenticity of the letters.
- 7) The bidder must complete and attach the provided **Manufacturer Authorization Compliance Matrix** for the product/solution included in the proposal indicating the Product/Model proposed, the Manufacturer and contacts of local representatives publish

ITEM	PRODUCT/ MODEL	MANUFACTURER	LOCAL REPESENTATIVE CONTACTS	MAF (YES/NO)

- 8) NSSF reserves the right to either accept or reject the bids.

NOTE:

- a. **Supply of the servers should come with their standard racks and relevant accessories including preinstalled Linux RHEL 7.6 for SAP GRC**
- b. **The Enterprise Data Centre Servers required should be SAP HANA certified/compatible. (Kindly refer to the SAP HANA certified hardware).**
- c. **Academy training for at least 2 staff to certification. The proposal should include training costs and per diem as per SRC.**
- d. **Vendor MUST cost for migration of GRC application from loaned servers to the supplied servers.**
- e. **Server Architecture should not be on closed architecture so as to enable SAP HANA support on all their certified virtualization platforms.**

SECTION VII: EVALUATION CRITERIA (REQUIREMENTS)

1. Qualification and Award

The Qualification for award shall be based on consideration of preliminary and mandatory, technical and financial requirements. The evaluation shall be carried out in four stages as provided below. Tenderers found to have given **false information at any stage of evaluation** will be disqualified and the tender rejected.

Stage I – Preliminary/Mandatory Requirements (Eligibility Criteria)

The tenderer will be expected to meet all the stated requirements at this stage (i&ii) in order to proceed to the next stage of evaluation (Technical).

(i) Preliminary evaluation of open tenders

The evaluation committee shall first conduct a preliminary evaluation to determine whether:-

- (a) the tender has been submitted in the required format;
- (b) the Tender Securing Declaration Form has been duly completed and submitted;
- (c) the tender has been signed by the person lawfully authorized to do so (***Attach Power of Attorney in a case where the person signing is not the Director of the company.***);
- (d) the required number of copies of the tender have been submitted;
- (e) the tender is valid for the period (90 days) required

Tenders which do not satisfy any of the above requirements shall be rejected.

(ii) Mandatory / Statutory requirements

1. Certificate of Company Incorporation (must be a Kenyan registered company)
2. Details of Company Ownership/Directorship (Attach CR12)
3. Valid TAX Compliance Certificate
4. Valid NSSF compliance certificate
5. Current Valid Certificate of Accreditation from Information Communication Technology Authority (ICTA).
6. Current Business Permit
7. Audited Accounts for the last three (3) years (2016-2018)
8. Duly completed Tender Securing Declaration Form
9. A Manufacturers Authorization letter for the product.
10. Hardware/Software Maintenance & Support agreement for proposed solution
11. Declaration stating that you have NOT been debarred by Public Procurement Authority.

Tenders which do not satisfy any of the above requirements shall be rejected.

Note: Bidders are advised to number all the pages in their document.

TECHNICAL EVALUATION

A. SYSTEM/PRODUCT FUNCTIONAL REQUIREMENTS EVALUATION

The tenderers will be evaluated based on their capacity to deliver the requirements, the compliance of their proposed system to the stated system functional requirements.

Any bidder that fails to meet any of the required features shall be disqualified at this stage. Bidders that will meet all the product requirements shall proceed to the next stage (B) of the evaluation.

B. VENDOR EVALUATION CRITERIA

GENERAL EXPERIENCE	YES	NO
<p>Implementation Experience</p> <p>Details of experience and past performance of three successfully completed server installation projects of similar sized Server solutions carried out within the last five (5No) years 2014-2019) (Attach evidence in form of Contracts or LPOs and completion certificates)</p>		
REFERENCE LETTERS	YES	NO
<p>Provide current (last 12 months) reference letters from the firms you have implemented the mentioned projects above.</p> <p><i>Due diligence will be carried out to verify the information presented.</i></p>		

<p>PERSONNEL EXPERIENCE</p>		
<p>a. Project Manager</p> <ul style="list-style-type: none"> • Holder of a degree in Computer Science or related field with a minimum of five years’ experience in ICT related Projects. <p>(Attach certified academic qualifications certificates and a detailed fully signed CV by both the employer and the employee).</p> <p>b. Three Engineers</p> <ul style="list-style-type: none"> • Holder of a Degree or Diploma in Computer Science and certification on Installation and Maintenance of the relevant proposed solution. <p>(Attach certified academic qualifications certificates, certificates from the manufacturer of the proposed solution and a detailed fully signed CV by both the employer and the employee).</p> <p><i>Failure to submit evidence in the form of CV signed by the employee and countersigned by the organization and certified copies of certificates shall lead to disqualification.</i></p>		
<p>Implementation Methodology</p>		
<p>Provide a detailed implementation methodology indicating the following, as a minimum:</p> <ol style="list-style-type: none"> 1. Detailed scope of works (SOW) 2. Detailed solution architecture and design document 3. high level training plan 4. post GO-LIVE support strategy clearly indicating what is in scope and what shall be out of scope and how out of scope items shall be handled 5. Proposed Service Level Agreement and Support plan 6. project plan 		

FINANCIAL CAPACITY		
<p>a) Audited financial reports (last three (3) 2016-2019years)</p> <p>Average Annual Turn-over of atleast KES 50 million.</p> <p>b) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility as confirmed by a letter from the appointed bankers.</p> <p><i>The relevant pages of the Audited Accounts need to be certified by an attorney or the auditor. In case of a JV the above applies to lead partner. Include the contact details of the Auditor and Attorney certifying the accounts.</i></p>		
<p><i>The Fund reserves the right to countercheck any/or all of the evidence.</i></p>		

Bidders that qualify at this stage shall proceed to Stage III: Financial Evaluation.

Comparison of prices will be carried out.

Stage IV – Recommendation for Award

The successful bidder shall be the tenderer with the lowest evaluated tender price.

SECTION VI: STANDARD FORMS

KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

ROLE	NAME	CERTIFICATION	YEARS OF EXPERIENCE (GENERAL)

Certify that the above information is correct.

.....

Title

.....

Signature

.....

Date

CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS

Work performed on works of a similar nature, complexity and volume over the last 5 years attaching the relevant award letters.

PROJECT NAME	NAME OF CLIENT	SCOPE OF WORKS	PERIOD

I certify that the above works were successfully carried out and completed by ourselves.

.....

.....

.....

Title

Signature

Date

SCHEDULE OF ON-PROPOSED PRODUCTS

Indicate clearly the details of ALL the products you are proposing to deploy in your proposed solution including the Manufacturers (OEM) and your business relationship/partnership with the OEM

SOLUTION SPACE	PRODUCT	ORIGINAL EQUIPMENT MANUFACTURER	CERTIFICATION WITH OEM

I certify that the above works are currently being carried out by us.

.....

Title

.....

Signature

.....

Date

SCHEDULE OF ON-GOING PROJECTS

Details of on-going or committed projects, including expected completion date.

PROJECT NAME	NAME OF CLIENT	% COMPLETE	START DATE

I certify that the above works are currently being carried out by us.

.....

Title

.....

Signature

.....

Date

EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION REQUIREMENTS

(Cash in hand, Lines of credit, e.t.c. List below and attach copies of supportive documents)

1. _____
2. _____
3. _____

NAME, ADDRESS AND TELEPHONE, OF BANKS

(This should be for banks that may provide reference if contacted by the employer)

NAME	ADDRESS	TELEPHONE

SECTION VIII - STANDARD FORMS

Notes on the Standard Forms:

7.0 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents as part of the Financial Submission. It must also be duly signed by duly authorized representative of the tenderer.

7.1 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

7.2 Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.3 Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.4 Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

7.5 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

7.6 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

FORM OF TENDER

To:
**The CEO/Managing Trustee
National Social Security Fund
P.O. Box 30599
NAIROBI.**

Date: _____

Gentlemen and/or Ladies:-

1. Having examined the tender documents including Addenda No. the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the servers as set out under this **Tender No. NSSF 04/2019-2020 SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ENTERPRISE SERVERS, STORAGE AND ASSOCIATED SOFTWARES** in conformity with the said tender document for the sum of KES.wordsfigures [Total Tender amount in words and figures] Inclusive of VAT 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 supply, implement and commission the systems in accordance with the conditions of the tender.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to Ten (10%) percent of the Contract Price for the due performance of the Contract, in the form prescribed by NSSF.
4. We agree to abide by this Tender for a period of **90** [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 the signing of the contract by both parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2019

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE

Tenderers are required to indicate total price in **Kenya Shillings inclusive of applicable taxes and charges if any**. The tenderer should capture separately in the table below the Initial and Ongoing costs covering licensing, implementation, training, support, hosting and any other costs for each of the high level items. Where quoted in FOREX, the client shall convert to KES using the CBK mean rate on the opening date.

ITEM	ONE OFF COST	3 YEAR ONGOING COST	TOTAL
SUB-TOTAL			
VAT			
GRAND TOTAL Transferred to Form of Tender			

Must Indicate Hosting, License and **Support/Maintenance Costs** for the first five years (Kenya Shillings). The costs for the implementation period should be included in the **initial costs**.

1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year

Signature of tenderer _____

Official Rubber Stamp _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Part 1 – General:

Business Name
.....

Location of business premises.
.....

Plot No..... Street/Road
.....

Postal Address Tel No. Fax E mail
.....

Nature of Business
.....

Registration Certificate No.
.....

Maximum value of business which you can handle at any one time – KES.
.....

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.
5.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KES

Issued KES

Given details of all directors as follows

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

TENDER SECURING DECLARATION FORM

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

Tender No.....

To: National Social Security Fund

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 bidding in any contract with the Purchaser for the period of time of *12 months* starting on the proposed commencement date of the contract, 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 by us in the Bidding Data Sheet; 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 Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
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. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future 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 Bid 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]*

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 tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this 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 _____)

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..... [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]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

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 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]

MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS *[name of the manufacturer]* who are established and reputable manufacturers/developers of *[name and/or description of the goods/products/services]* based at *[address]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender **No. NSSF 04/2019-2020: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ENTERPRISE SERVERS, STORAGE AND ASSOCIATED SOFTWARES** for the following products manufactured by us.

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

[signature for and on behalf of manufacturer]

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

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

DECLARATION FORM

STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2015.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (Name of the Company) who is a Bidder in respect of **Tender No. NSSF 04/2019-2020**:..... To supply goods, render services and/or carry out works for National Social Security Fund and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt 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 National Social Security Fund, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund.

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

.....
(Title)

.....
(Signature)

.....
(Date)

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of Tenderer:

.....

2. Full address of Tenderer to which tender correspondence is to be sent (unless an agent has been appointed below):

.....

3. Telephone number (s) of Tenderer:

.....

4. Telex/Fax Address of Tenderer:

.....

5. Name of Tenderer's representative to be contacted on matters of the tender during the tender period:

.....

6. Details of Tenderer's nominated agent (if any) to receive tender notices. This is essential if the Tenderer does not have his registered address in Kenya (name, address, telephone, telex):

.....

.....

Signature of Tenderer

Make copy and deliver to:

CEO/Managing Trustee
National Social Security Fund
P.O Box 30599 – 00100
NAIROBI.