

# REPUBLIC OF KENYA



## MINISTRY OF PETROLEUM & MINING,

STATE DEPARTMENT FOR PETROLEUM

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### MOICT LIST

UPGRADE OF LOCAL AREA NETWORK, INSTALLATION AND COMMISSIONING  
OF ACTIVE EQUIPMENT, FIREWALL, NETWORK MANAGEMENT SYSTEM AND  
ACTIVE DIRECTORY SERVICE

TENDER NO. MOPM/SDP/RT/03/2020-2021

CLOSING/OPENING DATE: TUESDAY, 30<sup>th</sup> NOVEMBER, 2020  
AT 10:30 AM (EAST AFRICAN TIME)

SERIAL No.....

RECEIPT No.....

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## INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
  - i. Security.
  - ii. Cleaning.
  - iii. Servicing and repairs.
  - iv. Transport.
  - v. Clearing and forwarding.
  - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
  - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.

## SECTION I – INVITATION TO TENDER

Date: 23<sup>rd</sup> November, 2020

### Tender Ref No. MOPM/SDP/ RT/03/2020-2021

- 1.1 The Ministry of Petroleum & Mining (State Department for Petroleum) (herein referred to as the Procuring entity) invites sealed bids from the following under-listed firms pre-qualified by the Ministry of information, Communication and Technology (State Department for ICT) upgrade of Local Area Network, Installation and Commissioning of Active Equipment, Firewall, Network Management System and Active Directory Service.

S/NO	FIRM NAME	ADDRESS
1.	Cable and Accessories Ltd.	PO BOX 40307-00100 Nairobi.
2.	The Copycat Ltd	PO BOX 49872-00100 Nairobi.
3.	Specicom Technologies Ltd	PO BOX 4428-00100 Nairobi.
4.	MFI Technology Solutions Ltd.	PO BOX 10600-00200 Nairobi.
5.	Asal Frontiers Limited	PO BOX 352-00610 Nairobi.
6.	Sybyl Kenya Ltd	PO BOX 12129-00100 Nairobi.
7.	Dimension Data Solution Limited	PO BOX 30293-00100 Nairobi.
8.	Juniper Intake Ltd	PO BOX 21185-00100 Nairobi.
9.	TechBiz Ltd	PO BOX 49459-00100 Nairobi.
10.	Com Twenty-One Ltd	PO BOX 15818-00100 Nairobi.
11.	Atlancis Technologies Limited	PO BOX 473-00100 Nairobi.
12.	Sunbeam Computer Systems E.A Ltd	PO BOX 9628-00100 Nairobi.
13.	Ibrahim Donald consultant Ltd.	PO BOX 2140 – 00500 Nairobi.
14.	Tech Source Point Limited	PO BOX 105087-00101 Nairobi.
15.	Computer Ways Ltd	PO BOX 9789-00200 Nairobi.
16.	Top Choice Surveillance Ltd	PO BOX 1218-00618 Nairobi.

<b>17.</b>	Agile Business Technologies Ltd	PO BOX 43581-00100 Nairobi.
<b>18.</b>	Quava – Tel Limited	PO BOX 104796 Nairobi.
<b>19.</b>	Pong Agencies	PO BOX 60087-00200 Nairobi.

- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Ministry of Petroleum and Mining, State Department for Petroleum Offices, on 21<sup>st</sup> Floor Room 21-20, Nyayo House, Supply Chain Management offices during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates from the Ministry of Petroleum & Mining, State Department for Petroleum, Supply Chain Management Office Room 21-20 on the 21<sup>st</sup> floor, Nyayo House; upon payment of a non-refundable fee of Kenya shillings One Thousand (Kshs. 1,000/=) at the Cash Office located on 21<sup>st</sup> Floor of Nyayo House during normal working hours from Monday to Friday (excluding any public or gazette holiday) between 0800hrs to 1300hrs and 1400hrs to 1700hrs
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days (One hundred twenty days)** from the date of closing the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked tender name, tender number and to be deposited in the Tender Box marked MOPM-SDP, located on 21<sup>st</sup> Floor, Nyayo House, or be addressed to:
- The Principal Secretary,  
Ministry of Petroleum and Mining,  
State Department for Petroleum  
P.O. Box 51614-00100,  
NAIROBI**
- 1.6 Tenders will be opened immediately thereafter at **10:30am on 30<sup>th</sup> November, 2020** in the presence of the tenderers representatives who choose to attend the opening **on 21<sup>st</sup> Floor, Nyayo House, room No.21-25.**
- 1.7 Bulky tenders that do not fit into the tender box shall be submitted at the supply chain management officer's office located on 21<sup>st</sup> floor, Nyayo House room 21-20 on or before **30<sup>th</sup> November, 2020 at 10:30am.**
- 1.8 The tenders shall be submitted manually

**PRINCIPAL SECRETARY**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) 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 services 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 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be **Ksh. 1,000**.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

## **2.4 Clarification of Documents**

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

2.4.2. 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

## **2.5 Amendment of documents**

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

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

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



## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## **2.11 Tenderers Eligibility and Qualifications.**

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

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

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

2.12.2 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 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's 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.

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

2.12.7 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 30 **or**
  - ii. To furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

- 2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

- 2.14.1 The tenderer 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.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and 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.

The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE (30<sup>th</sup> November, 2020 at 10:30am),**"

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address **specified** under paragraph 2.15.2 no later than (*30<sup>th</sup> November 2020 at 10:30 am*)

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## **2.17 Modification and withdrawal of tenders**

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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 2.12.7.

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

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

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on *30<sup>th</sup> November, 2020 at 10:30am* and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 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.
- 2.18.4 The procuring entity will prepare minutes of the tender opening, which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

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

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

a) operational plan proposed in the tender;

b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

### **(a) *Operational Plan.***

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

### **(b) *Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a 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.

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

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

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

### **2.23 Contacting the procuring entity**

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

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

### **2.24 Award of Contract**

#### **a) Post qualification**

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

#### **b) Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has

been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

## **2.25 Notification of award**

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 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.

2.26.2 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.

2.26.3 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.

## **2.27 Performance Security**

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



2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

## **2.29 Award criteria**

The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be technically responsive to technical requirements of the tender and is the lowest evaluated bidder.

Award of the tender shall be subject to prevailing market prices.

## **2.30 Performance Security**

The amount of Performance Security shall be 10% of the Contract Price in the format of the Performance Security Form provided in the tender document or in the form of a bank guarantee drawn by a bank licensed and operating in Kenya or a foreign bank recognized by the Central Bank of Kenya

## **APPENDIX TO INSTRUCTIONS TO THE TENDERERS**

### **Notes on the appendix to instruction to Tenderers**

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated
  - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

## Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	Open to firms prequalified by the Ministry of ICT
2.10	Particulars of other currencies allowed. Kenya Shillings
2.11	Interested eligible candidates may obtain further information and the tender documents from <b>Ministry of Petroleum and Mining, State Department for Petroleum, Nyayo House, at the Supply Chain Management Services on 21<sup>st</sup> Floor room 21-20</b> , during normal working hours.
2.2.2	The Tender document shall be obtained <b>free of charge</b>
2.6	Language: <b>English</b>
3.9	The Prices quoted in the Price Schedule shall be in Kenya Shillings and shall be inclusive of all taxes, Insurances and delivery charges and <i>shall</i> remain valid for 150 days (one fifty days)
2.13	The Tender Validity Period <i>shall</i> be 120 days from the date of opening of the Tender
2.12	Tender security – Kshs 300,000/-
2.15.1	The tenderer <i>shall</i> seal and submit two copies (one original and one copy) of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as Appropriate. The two shall then be sealed in an outer envelope marked with the words “ <b>DO NOT OPEN BEFORE 30<sup>th</sup> November, 2020</b> ”
2.16	<p>Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender Name, Reference number, and category to be deposited in the Tender Box (MOPM-SDP) located on <b>21<sup>st</sup> Floor Nyayo House</b> and/or be addressed to:</p> <p><b>The Principal Secretary, Ministry of Petroleum and Mining State Department for Petroleum P.O. Box 51614-00100, <u>NAIROBI</u></b></p> <p>so as to be received on or before <b>30th November, 2020</b></p>

	<p><b>NOTE:</b> bulky tender documents which will not fit in the tender box should be delivered to the, Ministry of Petroleum and Mining, State Department for Petroleum, Nyayo house 21st Floor, room 21-20 for recording purposes</p>
2.18	<p>Tenders will be opened immediately thereafter in the presence of the Tenderers or their representatives who choose to attend at, <b>Ministry of Petroleum and Mining, State Department for Petroleum, Nyayo house on 21<sup>st</sup> Floor, room 21-25 on 30<sup>th</sup> November,2020 at 10:30a.m.</b></p>
	<p><b><u>Evaluation criteria</u></b>  Preliminary evaluation on eligibility.  The tenderer shall provide the following mandatory requirements, which shall be used for the evaluation.</p> <p><b><i>Preliminary/Mandatory Criteria.</i></b></p> <ol style="list-style-type: none"> <li>I. Must be registered by the National Construction Authority (NCA 4 and above for structured cabling (attach valid certificate as proof)</li> <li>II. Proof of valid operating license by the Communication Authority of Kenya (attach certificate as proof)</li> <li>III. Must be accredited by ICT Authority of Kenya in ICT Networks (ICTA 3 and above). Attach valid certificates, background checks will be carried out.</li> <li>IV. The bidder must attach Manufacturer Authorization Form for Active equipment.</li> <li>V. The bidder must provide proof of manufacturer’s support for active equipment, any hardware or a module for at least 3 years from the date of manufacture.</li> <li>VI. Dully filled, signed, dated and stamped survey/site visit form.</li> <li>VII. Must attach Brochures for all items quoted that matches the manufacturer authorization form.</li> <li>VIII. Attach a Copy of certificate of Incorporation/Registration.</li> <li>IX. Attach a copy of <b>Valid</b> Tax compliance certificate</li> <li>X. Letter from reputable commercial bank confirming the period the tenderer has operated an account with them. The letter should be from a bank recognized and approved by the Central Bank of Kenya.</li> <li>XI. Must attach duly filled, sign dated and stamped Confidential Business Questionnaire</li> <li>XII. Must attach duly filled, Signed, dated and stamped Form of Tender</li> </ol>

	<p>XIII. Must attach duly filled, sign, date and stamp Price schedule of goods and schedule of requirements in the provided format.</p> <p>XIV. All pages of submitted tender document must be serialized/ numbered by the tenderer to the last page</p> <p>XV. Provide a list of shareholding/ partners or directors with their contact details&amp; shareholding (CR12).</p> <p>XVI. Must attach power of attorney for the authorized signatory.</p> <p><b>(Failure to submit/attach all the mandatory requirements will lead to automatic disqualification from the tendering process).</b></p>
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### TECHNICAL EVALUATION

#### Evaluation and Comparison of Tenders (Technical Evaluation)

The bidder will be evaluated on the technical submissions and only tenders attaining 75 marks out of 100 and above in the evaluation will proceed to the next stage of the procurement process. The technical evaluation will be based on the following criteria format: Scores for specific technical evaluation requirements will be distributed as follows:

The bidders **MUST attach brochures that will be used as a basis for evaluation**

No	Parameters/Requirements	Marks
<b>1.</b>	<p><b>Compliance with Technical Specifications</b></p> <p>a) Distribution Switch <span style="float: right;"><b>5 Marks</b></span></p> <p>b) Access Switch <span style="float: right;"><b>5 Marks</b></span></p> <p>c) Indoor Wireless Access Point <span style="float: right;"><b>5 Marks</b></span></p> <p>d) Rack Mountable UPS</p> <p style="padding-left: 20px;">i. 10KVA for the server room cabinet <span style="float: right;"><b>5 Marks</b></span></p> <p style="padding-left: 20px;">ii.3 KVA for each of the floor cabinets <span style="float: right;"><b>5Marks</b></span></p> <p>e) 15U Equipment Cabinet <span style="float: right;"><b>5 Marks</b></span></p> <p>f) Next Generation Firewall <span style="float: right;"><b>10marks</b></span></p> <p>g) Network Management solution</p> <p style="padding-left: 20px;">i. Network Management System <span style="float: right;"><b>5 Marks</b></span></p> <p style="padding-left: 20px;">ii.Server <span style="float: right;"><b>5 Marks</b></span></p> <p>h) Active Directory-Microsoft Windows server 2019 Standard software - 2 licenses i.e. (primary and secondary) for 200 users. <span style="float: right;"><b>5Marks</b></span></p> <p style="padding-left: 20px;">i. Data Points <span style="float: right;"><b>5Marks</b></span></p>	<b>60 marks</b>
<b>2.</b>	<ul style="list-style-type: none"> <li>▪ <b>Project Plan and methodology</b></li> <li>▪ Provide an implementation schedule (Gantt chart) with clearly defined timelines <span style="float: right;"><b>3 Marks</b></span></li> <li>▪ Project Management composition <span style="float: right;"><b>3 Marks</b></span></li> <li>▪ Personnel schedule of activities <span style="float: right;"><b>3 Marks</b></span></li> </ul>	<b>18 marks</b>

	<ul style="list-style-type: none"> <li>▪ Training Plans <b>3 Marks</b></li> <li>▪ Documentation, Handover and commissioning plans <b>3 Marks</b></li> <li>▪ SLA proposal <b>3 Marks</b></li> </ul>	
<b>4</b>	<p><b>Contractors Experience and past performance on similar projects</b></p> <p>Provide at least three (3) projects of similar nature in the last 3 years <b>5 Marks</b></p> <p>The bidder must attach evidence for example Signed Contracts, LP0s, Recommendation Letters, Completion Certificates <b>5Marks</b></p>	<b>10marks</b>
<b>5</b>	<p><b>Qualifications and experience of Key Technical personnel (Attach CV and Copies of certificates)</b> <i>(Attach Curriculum Vitae and Copies of Certificates)</i></p> <ul style="list-style-type: none"> <li>▪ <b>Project Manager (At least 1)</b> <b>3 Marks</b> <ul style="list-style-type: none"> <li>○ Degree in Engineering/ICT</li> <li>○ At least 3 Years' Experience in Project management</li> <li>○ Certification in Project management</li> </ul> </li> <li>▪ <b>Network Engineers (At least 1)</b> <b>3 Marks</b> <ul style="list-style-type: none"> <li>○ Degree/Diploma in ICT or related field</li> <li>○ At least 3 Years' Experience in Networks implementation</li> <li>○ Certification in switching and Routing</li> <li>○ Certification in collaboration</li> </ul> </li> <li>▪ <b>Security Engineer (At least 1)</b> <b>3 Marks</b> <ul style="list-style-type: none"> <li>○ Diploma/Certificate in ICT or related field</li> <li>○ At least 2 Years' Experience in Security implementation</li> <li>○ Certification in Security Implementation</li> </ul> </li> <li>▪ <b>Microsoft Engineer (At least 1)</b> <b>3 Marks</b> <ul style="list-style-type: none"> <li>○ Diploma/Certificate in ICT or related field</li> <li>○ At least 2 Years' Experience in Microsoft Products</li> <li>○ Certification in VMware</li> </ul> </li> </ul>	<b>12marks</b>
	<b>TOTAL MARKS</b>	<b>100 Marks</b>

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CONTENTS**

3.1	Definitions
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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.4 Use of Contract Documents and Information**

- 3.4.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.4.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 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



### **3.5 Patent Right's**

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 services under the contract or any part thereof.

### **3.6 Performance Security**

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.

3.6.2 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.

3.6.3 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) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

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

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

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.

### **3.11 Termination for Default**

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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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.

### **3.15 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Force Majeure**

The contractor 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.

### **3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## **SECTION IV SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1 Performance security	Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish the Procuring entity the performance security of 10% of the contract Price in the format of the Performance Security Form provided in the tender document in the form of a bank guarantee drawn by a bank licensed and operating in Kenya or a foreign bank recognized by the Central Bank of Kenya.
3.7 Inspection and test	Services will be inspected and/or be tested to confirm for conformity to contract specifications before receipt.
3.8 Payments	Payments shall be processed after services are offered, inspected and accepted and a certificate issued.
3.14 Resolutions of disputes	<p>The Procuring Entity and the Contractor/Contractor shall make every effort to resolve amicably by direct informal negotiation any agreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiation both parties have been unable to resolve amicably a contract dispute, either party may require arbitration in accordance with the following provisions:</p> <p><b><u>1.Selection of arbitrators:</u></b> Each dispute submitted by a party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such arbitrator within thirty (30) days after receipt by the other party of the proposal of a name for such an appointment by the party who initiated the proceedings, either party may apply to the Nairobi Centre for international arbitration for appointment of an arbitrator qualified for the technical matter in dispute.</p>

	<p>(b) Where parties do not agree that the dispute concerns a technical matter, each shall appoint one arbitrator each, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the parties has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Nairobi Centre for international Arbitration.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one party fails to appoint its arbitrator within thirty (30) days after the other party has appointed its arbitrator, the party which has named its arbitrator may apply to the National Centre for international Arbitration to appoint a sole arbitrator, for the matter in dispute, and the arbitrator appointed to such application shall be the sole Arbitrator for that dispute.</p> <p><b><u>2. Rules of procedure.</u></b> Except as stated herein, arbitration proceedings shall be conducted in accordance with the Nairobi Centre for International Arbitration Rules in force when this contract was signed.</p> <p><b><u>3. Substitute arbitrators.</u></b> If for any reason an arbitrator is unable to perform his/her functions, a substitute arbitrator shall be appointed in the same manner as the original arbitrator.</p> <p><b><u>4. Seat of arbitrator.</u></b> The seat of the arbitration shall be in Kenya.</p> <p><b><u>5. Language.</u></b> The language of arbitration shall be English</p>
3.8.1 Payment	Payments shall be made upon successful upgrade of local area network, installation and commissioning of active equipment, firewall, network management system and active directory service and inspection carried out and certification issued.
2.9.4 Price variation	There shall be no price variation for a period of 12 months.
Other conditions	<p><b>Warranty:</b> -The period of warranty for all active devices shall be 3 years</p> <p><b>Training:</b> - the contractor shall arrange for 2 weeks training for at least 4 IT Officers</p>

## SECTION V – SCHEDULE OF REQUIREMENTS

### Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
1.	UPGRADE OF LOCAL AREA NETWORK, INSTALLATION AND COMMISSIONING OF ACTIVE EQUIPMENT, FIREWALL, NETWORK MANAGEMENT SYSTEM AND ACTIVE DIRECTORY SERVICE	LOT	

## **Schedule of requirements and scope of works**

The Ministry of Petroleum and Mining was established to provide leadership in the management of the extractive sector in the country as guided by the executive order No. 1 of 2018. This includes development of Petroleum and Mining policies, creating a favorable legal and regulatory environment for investments and building capacity for effective management of programs and projects. The state department of Petroleum is automating its business processes and in view of this, it is upgrading its Information Technology Infrastructure to support these processes.

### **1.1 Scope of Works**

The scope shall include delivering the following:

**2.2 Local Area Network Active Equipment** for the scope of the project, which shall include supply, installation and commissioning of the following components:

- a. Distribution Switch
- b. Access Switches
- c. Indoor Wireless Access Points
- d. Rack Mountable UPS
  - i. 10KVA for the server room cabinet
  - ii. 3KVA for each of the floor cabinets (Five)
- e. Equipment Cabinets (Three, 15U)
- f. Seventeen (17) Additional data points

### **2.3 Firewall**

The bidder shall install a Firewall to enforce and manage security.

### **2.4 Network Management solution**

The bidder shall install a network management solution to ease the management of network. He/she shall also install an active directory for the state department of petroleum i.e 2 licences (Primary and Secondary) for 200 users. They shall be installed into the server specified in this document.

### **NOTE:**

The bidders must enclose together with their submitted bids brochures detailing technical Literature and specifications of all their above-proposed components. The brochures shall be used to evaluate the suitability of these components. **Any bid submitted without the highlighted brochures shall be considered technically non-responsive**, and may subsequently be disqualified.



## **SECTION VI DESCRIPTION OF SERVICES**

### **Notes for preparing technical specifications**

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

## **SECTION VI – DESCRIPTION OF SERVICES**

### **CONTENT LIST**

Abbreviation of terms

1. Instruction to tenderers
2. Schedule of requirements
3. Overview of the Infrastructure
4. Local Area Network Installation Technical Specifications
  - a. Equipment cabinets and UPS
    - i. Equipment Cabinets (Three, 15U)  
- Rack Mountable UPS
    - ii. 10KVA for the server room cabinet
    - iii. 3KVA for each of the floor cabinets (Five)
  - b. Distribution Switch
  - c. Access Switch
  - d. Indoor Wireless Access Points
  - e. Seventeen (17) Additional data point
5. Next Generation Firewall
6. Network Management solution
7. Active Directory Service
8. Server
9. Service Level Agreement
10. Bill of Materials
11. Training, Completion and Commissioning
12. Schedule of Works
13. Technical Tender document

### **ANNEX**

- i. Price schedule of services
- ii. Manufactures' Authorization form
- iii. Firm's references
- iv. Format of Curriculum Vitae (CV) for proposed professional staff
- v. Site Survey

## **ABBREVIATION OF TERMS**

1. KVA	-	Kilo-Volt-Amperes
2. UPS	-	Uninterruptible Power Supply
3. CV	-	Curriculum Vitae
4. SLA	-	<i>Service-Level Agreement</i>
5. LPO	-	Local Purchase order
6. VLANS	-	Virtual Local Area Network
7. GCCN	-	Government Common Core Network
8. MDF	-	Main Distribution Facility
9. QOS	-	Quality of Service
10. LAN	-	Local Area Network
11. SFP	-	Small Form-factor Pluggable.
12. PoE	-	Power over Ethernet
13. MBPS	-	Megabits Per Second
14. ICT	-	Information Communication Technology
15. IP	-	Internet Protocol
16. PDU	-	Protocol Data Unit
17. AC	-	Alternating Current
18. LCD	-	Liquid Crystal Display
19. AC	-	Alternating Current
20. HTTP	-	Hypertext Transfer Protocol
21. HTTPS	-	Hypertext Transfer Protocol Secure
22. SNMP	-	<i>Simple Network Management Protocol Management Protocol</i>
23. IEEE	-	Institution of Electrical Engineers
24. IETF	-	Internet Engineering Task Force
25. DRAM	-	Dynamic random-access memory
26. GHZ	-	<i>Gigahertz</i>
27. MAC	-	Media Access Control Address,
28. GUI	-	<i>Graphical User Interface</i>
29. URL	-	Uniform Resource Identifier
30. DDOS	-	Distributed Denial of Service
31. P2P	-	Peer-to-peer
32. IPSEC VPN	-	Internet Protocol Security -virtual private networks
33. OSPF	-	Open Shortest Path First
34. BGP	-	Border Gateway Protocol
35. RIPNG	-	Routing Information Protocol next generation
36. GBPS	-	gigabits per second,

## 1. Instructions to tenderers

<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS</b>		
<b>NO</b>	<b>INSTRUCTION</b>	
1.	The site visit will be conducted on <b>26<sup>th</sup> November,2020 starting at 9:00am to 1:00pm</b> before the tender closes to assist bidders have informed decision before quoting at the Ministry of Petroleum & Mining, State Department for Petroleum- Nyayo house. Please contact the Head of ICT on Tel number +0203310112 Ext 22120	
<p><b>Preliminary Evaluation requirements</b>            The evaluation shall adopt YES/ NO Approach. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.            The evaluation shall involve checking on mandatory requirements (MR) which include the following:</p>		
<b>No.</b>	<b>Parameters/Requirements</b>	<b>Compliance (Yes/NO)</b>
1.	The bidder must provide signed Manufacturer Authorization Form for equipment (Equipment cabinets; Rack Mountable UPS, Distribution Switch, Access Switch, Indoor Wireless Access Points, Next Generation Firewall, Server) from the manufacturer.	YES/ NO
2.	The bidder must provide proof of manufacturer's support of the equipment, any hardware or a module for at least 3 years from the date of tender submission.	YES/ NO
3.	Dully filled, signed, dated and stamped survey/site visit form	YES/ NO
4.	Brochures must be attached to the tender document	YES/ NO

5.	<p><b><u>Evaluation criteria</u></b>            Preliminary evaluation on eligibility.            The tenderer shall provide the following mandatory requirements, which shall be used for the evaluation.</p> <p><b><i>Preliminary/Mandatory Criteria.</i></b></p> <p>i Must be registered by the National Construction Authority (NCA 4 and above for structured cabling (attach valid certificate as proof)</p>	
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- ii Proof of valid operating license by the Communication Authority of Kenya (attach certificate as proof)
- iii Must be accredited by ICT Authority of Kenya in ICT Networks (ICTA 3 and above). Attach valid certificates, background checks will be carried out.
- iv The bidder must attach Manufacturer Authorization Form for Active equipment.
- v The bidder must provide proof of manufacturer's support for active equipment, any hardware or a module for at least 3 years from the date of manufacture.
- vi Dully filled, signed, dated and stamped survey/site visit form.
- vii Must attach Brochures that matches the manufacturer authorization form
- viii Attach a Copy of certificate of Incorporation/Registration.
- ix Attach a copy of **Valid** Tax compliance certificate
- x Letter from reputable commercial bank confirming the period the tenderer has operated an account with them. The letter should be from a bank recognized and approved by the Central Bank of Kenya.
- xi Must attach duly filled, sign, dated and stamped Confidential Business Questionnaire
- xii Must attach duly filled, Signed, dated and stamped Form of Tender
- xiii Must attach duly filled, signed, dated and stamp Price schedule of goods and schedule of requirements in the provided format.
- xiv All pages of submitted tender document must be serialized/ numbered by the tenderer to the last page
- xv Provide a list of shareholding/ partners or directors with their contact details& shareholding (CR12).

**(Failure to submit/attach all the mandatory requirements will lead to automatic disqualification from the tendering process).**

### **TECHNICAL MANDATORY EVALUATION**

Evaluation and Comparison of Tenders (Technical Mandatory Evaluation)

This evaluation shall adopt YES/ NO Approach. The non-responsive submissions will be eliminated from the entire technical mandatory evaluation process and will not be considered further. The evaluation shall involve checking on technical mandatory requirements (MR) which include the following:

**MUST attach brochures that will be used as a basis for evaluation**

<b>1.</b>	The Distribution Switch should support a minimum of 480 Gbps switching capacity	<i>YES/ NO</i>
<b>2.</b>	The Distribution Switch should have the following interfaces: At least 12x1G SFP interface slots, 6x10G SFP+ interface slots and At least 12x1G GE interface slots	<i>YES/ NO</i>
<b>3.</b>	The access switches should have full PoE+ capability	<i>YES/ NO</i>
<b>4.</b>	The access switches should have 24 or 48 1000Mbps ports with 4 SFP+ interface slots accepting 1/10G transceivers.	<i>YES/ NO</i>
<b>5.</b>	Access Data Points should be at least MIMO 4x4 Wave2	<i>YES/ NO</i>
<b>6.</b>	The firewall should have a minimum of at least two (2 nos.) of 10GE interfaces	<i>YES/ NO</i>

### 3. Overview of the Infrastructure

- i. The bidder will supply all components necessary to complete the installation, testing and commissioning of the integrated Network.
- ii. The bidder shall be responsible for the installation of the technology network system as required in the Tender Document
- iii. Bidders are advised to pay particular attention to Section of this document, which specifies the desired scope and installation practice that requires strict adherence.
- iv. The solution is required to support secure communication, scalability, reliability and simple network management. The entire network will have a consistent architecture to reduce the total cost of network ownership for on-going support and maintenance, component and interface management, scalability, relocations, security, redundancy and training.
- v. The client will provide the VLANS allocation, IP addressing scheme and point to point connectivity to the Government Common Core Network (GCCN).
- vi. The Bidder must provide lightening surge protectors and earthing of the active equipment
- vii. The Bidder shall be responsible for design and engineering of all the network components to meet capacity requirements.
- viii. The network shall be designed keeping in view the peak load conditions with multi access
- ix. The network should be capable of carrying **data, voice and video**. Quality of service (QOS) should be considered as part of installation and configuration of the network.

#### 4. Local Area Network Installation -Technical Specifications

##### a. Equipment Cabinets and Uninterruptible Power Supply (UPS)

The Main Distribution Facility (MDF) is located on 23<sup>rd</sup> Floor, server room. The bidder shall provide three 15U equipment Cabinets and one 10KVA Uninterruptible Power Supply (UPS) and five 3KVA UPS which shall meet the following minimum technical specifications;

##### (i). *Equipment cabinets*

No	Technical Specifications	Compliance (Yes/No)	Remarks
<b>Requirements</b>			
1.	The LAN installation will consist of a star topology with horizontal UTP subsystem originating from switches and terminating with RJ45 sockets.		
2.	The location for HDFs (Horizontal Distribution Facility) on each wing and floor is located on an already identified rooms by the client.  The bidder shall provide 3 additional Floor/ Block cabinets that shall be metallic with front clear glass at least 15U and of good finish and conveniently accessible by technical personnel for maintenance. It shall be at least 600mm by 800mm.		
3.	Power to the new cabinets shall be switched off from within the cabinets. Proper power socket cables to be supplied with the cabinets. The bidder shall be required to provide at least a <b>4-way Power Distribution Unit (PDU)</b> .		
4.	The new cabinets must have forced cooling		
5.	The UPS installed in the floor cabinet shall be 3000VA for the 15U cabinet, rack mountable, SMART signaling and line interactive.		
6.	The UPS installed in the MDF shall be 10000VA for the cabinet, rack mountable, SMART signaling and line interactive		



**ii. UPS 10 KVA SPECIFICATIONS**

<b>UPS 10 KVA SPECIFICATIONS</b>				
<b>NO</b>	<b>ITEM</b>	<b>REQUIRED</b>	<b>Compliance Yes/No</b>	<b>Remarks</b>
1.	Voltage required	AC 208/220 V		
2.	Input voltage range	AC 165 – 240 V		
3.	Power output connectors details	1x terminal block (screw) 1 x hardwire 5-wire (3PH + N + G)		
4.	Output voltage	AC 120/208/220 V ± 5% - 57 - 63 Hz		
5.	Power capacity	8 kW / 10000 VA		
6.	Surge suppression	yes		
7.	Frequency required	40 - 70 Hz		
8.	Circuit Protection	circuit breaker		
9.	Form factor	Rack-mountable/ Tower		
10.	UPS technology	on-line		
11.	UPS output waveform	sinewave		
	Input Wiring	3-phase		
12.	Input Connector Qty	1		

13.	Input connector type	hardwire 5-wire (3PH + N + G)		
14.	Surge response time	0 Ms		
15.	Power device features	LCD display, Parallel Capability, audible alarm, built-in maintenance bypass, built-in static bypass, emergency power off		
16.	Run time	46 min at full load		
17.	Remote management interface	HTTP, HTTPS, SNMP, Telnet		
18.	Operating temperature range	32 °F - 104 °F		
19.	Humidity range operating	0 - 95%		
20.	Warranty	1 year		
<b><i>Original detailed and highlighted brochures MUST be submitted</i></b>				

### iii. 3 KVA UPS SPECIFICATIONS

<b>UPS 3 KVA SPECIFICATIONS</b>			
<b>ITEM</b>	<b>REQUIRED</b>	<b>Compliance (Yes/No)</b>	<b>Remarks to conform with other specifications</b>
Voltage required	AC 230 V		
Input voltage range	AC 160 – 285 V		
Power output connectors details	8X power IEC 60320 C13 1X power IEC 60320 C19		
Output voltage	AC 220/230/240 V ± 5% - 47 -53/ 57-63 Hz		
Power capacity	82.7kW / 3000 VA		
Surge suppression	yes		
Frequency required	50/60 Hz		
Circuit Protection	circuit breaker		
Form factor	Rack-mountable/ Tower		
UPS technology	Line interactive		
UPS output waveform	Sinewave		
Input Voltage Range (Adjustable)	AC 151 – 302 V		
Input Connector Type	Power IEC 60320 C14		
Surge response time	0 Ms		
Input connector type	hardwire 5-wire (3PH + N + G)		
Power device features	Automatic voltage regulation (AVR),		

**b.**

	LED indicators, audible alarm, automatic self-test, predicative failure notification		
Run time	Up To 5.5 min at full load		
Remote management interface	RS-232, USB		
Operating temperature range	32 °F - 104 °F		
Humidity range operating	0 - 95%		
Warranty	1 year		
<b><i>Original detailed and highlighted brochures MUST be submitted</i></b>			

**Distribution Switch**

The bidder shall provide one distribution switch which shall meet the following minimum technical specifications;

<b>No</b>	<b>Technical Specifications</b>	<b>Compliance (Yes/No)</b>	<b>REFERENCE INFORMATION TO SUPPORT COMPLIANCE (Highlighted in the bid document)</b>
<b>Requirements</b>			
1.	The Switch must be rack mountable in standard racks and should therefore be attached to the backbone using appropriate Transceivers.		

2.	The Switch should support L3 network virtualization end to end. The features supported shall include but not limited to Switch Virtual Interfaces (SVI), static, v-lans, OSPF v3, ACLs. Describe any additional features required to support this.		
3.	The Switch must be able to integrate with the GCCN infrastructure		
4.	The Switch should ensure that the network is Scalable to guarantee the support for future remote sites, applications, users, traffic, technologies without the need for major forklifts, upgrades, or restructuring.		
5.	The proposed network solution should be based on perpetual licensing. Annual or periodical licensing of any features is not allowed		
6.	The switch is expected to provide high performance rates to handle all the traffic generated across the campus and applications and must be fiber based switches		
9.	All ports on the Backbone switches shall support full Quality of Services without any additional hardware / software		
10.	The switch should have redundant power supply		
11.	The switch should have a 3 years Warranty		
<b><i>Original detailed and highlighted brochures MUST be submitted</i></b>			

**c. Access Switch**

The bidder shall provision ten POE enabled access switches which shall meet the following minimum technical specifications;

No	Technical Specifications	Compliance (Yes/No)	<b>REFERENCE INFORMATION TO SUPPORT COMPLIANCE (Highlighted in the bid document)</b>
<b>Requirements</b>			
1	The switches for horizontal cabling must support at least 1000Mbps auto-sensing		
2	The switches must be rack mountable in standard racks and should therefore be attached to the backbone using appropriate Transceivers.		
3	The switches should support Software Defined Networking & Automation based on open Standards and only use IEEE or IETF certified protocols to allow interoperability with other vendors supporting the same standards. Proprietary protocols and mechanisms are not allowed. The bidder must mention the IEEE standard clearly.		
4	The network should be Scalable to guarantee the support for future remote sites, applications, users, traffic, technologies without the need for major forklifts, upgrades, or restructuring.		
5	The proposed network solution should be based on perpetual licensing. Annual or periodical licensing of any features is not allowed		
6	The switches should have switching capacity of at least 128 Gbps		
7	The switches should have at least 2 GB DRAM		
8	The switches should have 3 Year warranty		
<b><i>Original detailed and highlighted brochures MUST be submitted</i></b>			

**Note**

**Kindly note the client has an existing Cisco core Switch which must be integrated with the new switches**

**d. Indoor Wireless Access Points**

The bidder shall provide 15 POE enabled Indoor access points which shall meet the following minimum technical specifications;

No.	Technical Specifications	Compliance (YES or NO)	REFERENCE INFORMATION TO SUPPORT COMPLIANCE (Highlighted in the bid document)
General Requirements			
<b>Access Points</b>			
1	Access Points should be at least MIMO 4x4 Wave2		
2	At least 2 frequency bands (2.4Ghz and 5Ghz)		
3	It should support PoE+		
4	WIFI standards 802.11 a/b/g/n/ac should be supported.		
5	Radios should support auto channel and power selection based on surrounding Wi-Fi conditions		
6	Access Points should have the ability to load balance users between APs in the same area.		
7	It should be based on perpetual licensing. Annual or periodical licensing of any features is not allowed		
<b>Security</b>			
1	The proposed solution should support WPA/WPA2/TKIP/AES security		
2	The proposed solution should support Authentication methods that include 802.1x, Mac-based and Captive Portal		

3	The Access Points should support radius authentication of wireless users		
4	The Access Points should support hidden SSIDs		
5	The Access Points should have built-in Wi-Fi Protected Setup (WPS) and Wireless Distribution System (WDS) to provide protection against wireless DoS attacks.		
	The proposed solution should have firewall policy enforcement based on user roles, besides the standard firewall policies by subnet, port		
	The Access Points should support Mobile-friendly Web portal		
	It should have 3 Year warranty		
<b><i>Original detailed and highlighted brochures MUST be submitted</i></b>			

Please Note that one access point shall be used as the main controller and the other as the backup controller.

**e. Seventeen additional data points.**

The bidder is required to install seventeen additional points in the offices as indicated below:

<b>NO</b>	<b>OFFICE NUMBER</b>	<b>NUMBER OF DATA POINTS REQUIRED</b>
1.	22-11	6
2.	22-21	6
3.	22-01	2
4.	21-27	3



## 5. Next Generation Firewall

The bidder shall provide security appliance so as to prevent unauthorized access to services, calls, protocols and data. The bidder shall have a centralized User Authentication, Authorization and Accounting mechanisms with the latest technology available. The appliance shall support centralized lawful monitoring solution for location to send usage logs (including URL visited, user name, MAC, IP Address, Time, duration, sessions etc.) which can be stored for a desired usage tracking as per the law. The systems shall produce reports, graphs and charts on the Protocol usage history based on the system, location or user historically.

No.	Technical Specifications	Compliance (YES or NO)	REFERENCE INFORMATION TO SUPPORT COMPLIANCE (Highlighted in the bid document)
<b>Requirements</b>			
<b>General</b>			
1	It should Support user defined multi zone security architecture.		
2	It should Support Management over GUI using HTTPS or equivalent secure mechanism, SSH and console access.		
3	It should Support Relevant Security Certifications e.g. Internet Computer Security Association (ICSA) Certification		
4	It Should provide protection against viruses, worms or any other malicious content in traffic like SMTP, POP3, IMAP, HTTP/S, FTP etc. and must be configurable/applicable on specific firewall Policy.		
5	It should support Firmware/OS/software updates via Web UI / TFTP or equivalent		
6	It should support QoS		
7	It should be rack Mountable		
It should have the following <b>Web &amp; Application Content Filtering System</b> Requirements:			
8	Should be able to block web plug-ins such as ActiveX, Java Applet, and Cookies.		
9	Should be able to block individual web URL's / IP's.		

10	Should be able to replace the web page when the web page matches the Web Filtering blocking criteria.		
11	Should allow administrators to create multiple new local URL filtering categories besides dynamic categories		
12	The appliance should have the ability to inspect all incoming and outgoing emails (Real-time protection against malware, Worms, DDoS etc.) and block any such emails. It should protect against newly observed domain names used as part of an attack. It should Protect against display name spoofing and reply-to address mismatches		
It should have the following <b>application control feature</b> Requirements:			
13	Should have the intelligence to identify & control of popular IM & P2P applications like KaZaa, BitTorrent etc.		
14	Should have minimum database of more than 2000 applications for application control		
It should have the following <b>IPSEC VPN</b> Requirements:			
15	The proposed system shall comply/support industry standards IPSEC, and SSL VPN without additional external solution, hardware or modules but it shall utilize inbuilt hardware acceleration support for: IPSEC (DES, 3DES, AES) encryption/decryption and SSL encryption/decryption		
It should have the following <b>Network Requirements</b> :			
16	A minimum of at least two (2 nos.) of 10GE interfaces		
17	A minimum of ten (10 nos.) of 10/100/1000 Ethernet interfaces (copper)		
18	Support Automatic multiple or at least two ISP failover		
19	Support Dynamic Routing (RIPv2, OSPF, OSPFv3, BGP, RIPng), Static Route, Policy Based Routing, Multicast Routing.		
20	Support Firewall throughput of at least 4 Gbps.		
21	Support Concurrent Sessions of at least 5 million.		
22	Support Firewall policies of at least 10,000.		

It should have the following <b>Logging and Reporting</b> Requirements:			
23	Should provide log report in Web/GUI /dashboard-based format with detailed information categorized by IP/Application/Port/Protocol etc., able to forward logs to syslog server and sending schedule reports and send via email.		
24	Support configurable option for E-mail or SMS alerts (Via SMS gateway) in case of any event trigger.		
25	Should provide information of real time data transfer/bandwidth utilization of individual IP/Application/protocol/port/Interface/Zone.		
It should have the following <b>Support</b> Requirements:			
26	24X7 support with 4 hours' response time and 8 hours' resolution time. For Hardware replacement (RMA) / resolution time should be within 48 hrs.		
27	Online upgradation of firmware/software/patches as and when required.		
28	Telephonic support with call logging mechanism should be provided on 24x7x365 basis.		
The bidder should provide <b>3 years comprehensive warranty and License</b> for the following:			
29	Subscription of all Software, Firmware and associated Licenses (of all features) and effective for three years		
30	Bidder should ensure that all features of Firewall is functional without requirement of any additional procurements of hardware, software, Subscriptions and Licenses.		
31	All the Hardware replacements and delivery should be taken care by the bidder with no financial implications to the client		

**Note:** For all requirements listed above, the necessary cables, connectors, external software media, manuals or any other hardware and software must be bundled and included with the firewall appliance.

## 6. Network Management Solution

The bidder shall provision a network management solution which shall meet the following minimum technical specifications;

### i. Network Management System

No	Technical Specifications	Compliance (YES or NO)	Remarks
<b>Requirements</b>			
1	It must Monitor multiple locations with a single installation		
2	It must Select from multiple GUIs: browser, Windows client, or free apps for iOS, Android, and Windows		
3	It must have Automatic software updates		
4	It must have Integrated database, mail server, and web server		
5	It must have Drag & drop map editor for clear and powerful individualized dashboards		
6	It must have Powerful Ajax web interface		
7	It must have Scheduled and customizable reports		
8	It must Historic monitoring data stored in original intervals		
9	It must Monitor hardware, software, virtual environments and applications		
10	It must be able to support at least 500 sensors		
11	It Must have the ability to report any faults giving exact location and identification of the faulty equipment as well as sending notification to the network admin		

## 7. Active directory service

- I. 2 licenses for Windows server (for Primary and Secondary)
- II. Configuration for 200 users

## 8. Server

The bidder shall provide one server that shall be virtualized to install network management solution and active directory services which shall meet the following minimum technical specifications;

No	Technical Specifications	Compliance (YES or NO)	Remarks
<b>Requirements</b>			
1	Form Factor – 2U		
2	Processor – 2x Intel Xeon processors, 2.7Ghz 10 C		
3	Memory – 128 GB DDR4-2666-MHz RDIMM/PC4-21300		
4	Storage –7x 1.6TB		
5	Operating System – Red Hat Enterprise Linux with 3 years premium support		
6	ESX VMware licenses 6.5 capable of V Motion functionality with 3 years support		
7	Hardware and Connectivity Dual redundant power supplies 4x10G BASE T Network Interface Cards		
8	Microsoft Windows server 2019 Standard software -2 licenses (Primary & Secondary) For 200 users		
<b><i>Original detailed and highlighted brochures MUST be submitted</i></b>			

### 1. Proposed Service level Agreement

For the purpose of maintenance of the entire solution, the bidder shall primarily utilize remote support to meet the SLAs. The bidder shall be required to provide access to 24 x7 customer support. The bidder shall also provide details of the equipment & full network diagram with full connectivity details deployed by the client on execution of contract.

**The bidder must attach a proposed SLA document in their proposal.**

The bidder shall take adequate and timely measures to ensure that information provided through it as part of this contract/agreement shall be kept confidential, secured and protected and shall not be divulged to any unauthorized person/firm.

## 1. Bill of Materials

NO.	Description	Qty
i.	15U Network Cabinet (600mmx800mm) with a 4Way Horizontal Mount Power Distribution Unit (PDU) as per given specifications	3
ii.	Rack mountable UPS- 10KVA as per given specifications	1
iii.	Rack mountable UPS- 3KVA as per given specifications	5
iv.	Distribution Switch as per given specifications	1
v	48 Port POE+ Access Switch as per given specifications	10
vi	Indoor Wireless Access Point as per given specifications	15
vii	Cat 6A UTP Pure Copper Ethernet Cable 305M	1
viii	Category 6A MAX 6 UTP Outlets Module	18
ix	Faceplates – Cat 6A Double	9
x	Cat 6AWall UTP-RJ45Patch cord (1M)	18
xi	Cat 6AWall UTP-RJ45Patch cord (3M)	18
xii	Over Floor Metal Trunking and Pedestal	3
xiii	Civil Works-Pulling, Termination, Labelling, Documentation and Testing of Horizontal Cabling for the additional 16 Data Points	Service
xiv	Next Generation Firewall as per given specifications	1
xv	Network Management System as per given specifications	1
xvi	Active Directory System – (Windows server licenses) for 200 users	2
xvii	Server as per given specifications	1
xviii	Proposed SLA Support ( <i>A proposed Service Level Agreement must be attached</i> )	Service
xix	Testing, Training and Handover	Service
xx	Installation of Devices, IP Schemes and other Configuration.	Service
	<b>TOTAL</b>	

**NOTE:** The bill of materials is just an estimate; the bidder is required to carry out a survey in order to get actual material required and provision for them in the quote. The client is not liable for any omission.

## **11. Training, Completion and Commissioning**

- a) The bidder shall be expected to provide a comprehensive training for the entire solution to at least four (4) IT administrators for a period of 2 weeks.
- b) Training shall be provided in two 2-hour sessions to ensure that all interested parties can attend.
- c) The bidder shall provide a training proposal and materials including the curriculum and a training timetable
- d) Upon installation and completion; the bidder must submit an "as-built" package with the following information
  - Updated floor plans
  - Wire/cable routing schematic
  - Facility assignment records
  - Configuration documentation

### **a. Documentation**

The bidder shall avail two hard copy documentation books to the client detailing the layout, the devices used and all the components used in the system which must include all information for future references and maintenance purposes to be used by technicians who will be manning the network service workmanship. In particular, the documentation must be structured to contain the following:

- a. Charts for distribution and highlights showing details of the components installed
- b. A detailed map of socket layouts in Soft copies on FLASH-DISKS should be availed

## **12. Schedule of Works**

- a. It is expected that the Supply, Installation, Testing and Commissioning of the network infrastructures shall be completed no later than 120 days following the signing of the Contract. The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- b. Within seven days after Site possession date, the bidder shall submit to the Procuring Entity's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works. Bidders shall be required to submit phased schedules of their works showing critical activities proceeding with minimal interruptions. The Bidder is expected to adhere to these schedules with minimal variations as may be agreed with the client to ensure continuity of critical operations.
- c. The Bidder shall guarantee Installation completions and the Commissioning of completed works within the specified period agreed as indicated in the schedule. Upon deciding that the Work is complete the Contractor shall request the Procuring Entity's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed. The Procuring Entity shall take over the Site and the Works within seven days of the Procuring Entity's Representative issuing a Certificate of Completion. If the Bidder fails to adhere to his schedule of works to complete installations and commission the completed works within the specified period, the Bidder may be required to pay liquidation damages to the client.

### **12.1 Damage to existing equipment**

Damages attributable to the Bidder or the Bidder's agents and/or assignees to any of the existing equipment or systems will be repaired or replaced by the client at the expense of the bidder as specified in the bid document. The costs associated with such repairs and/or replacements shall be borne by the Bidder fully on a cost-plus basis.

### **12.2 Bidder's Responsibilities**

The bidder shall do the work with due care and diligence and in accordance with the contractual agreement terms as signed in the contract and in strict adherence to best industry practices.

### **12.3 Warranty and Support**

- a. The Bidder shall be required to give a warranty of three (3) years for all active devices
- b. Origin of the hardware should be indicated



### 13 Technical tender document

This must contain the following:

- (A) Details of technical specifications and performance characteristics of items and components to be supplied
- (B) All materials and other supplies incorporated in the work installations must be new, unused and of most recent or current models. This should incorporate all recent improvements in design and materials.
- (C) The bidder's proposed methodology and implementation must include a draft implementation schedule in form of a Gantt chart.
- (D) Details of experience and past performance of the bidder on similar works **done** within the past three (3) years detailing the works and other contractual commitments.
- (E) Qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
- (F) Forms I-V in the ANNEX (or any other form that is required) must be completed.
- (G) Additional information deemed appropriate may be provided.

# ANNEX

**i. FORM I – PRICE SCHEDULE**

TENDER FOR UPGRADE OF LOCAL AREA NETWORK, INSTALLATION AND COMMISSIONING OF ACTIVE EQUIPMENT, FIREWALL, NETWORK MANAGEMENT SYSTEM AND ACTIVE DIRECTORY SERVICE BID RESPONSE FORM				<b>FORM A-1</b>	
<b>II. COMPONENTS</b>					
ITEM	DESCRIPTION	MAKE/MODEL/SOURCE	QTY	UNIT PRICE	TOTAL PRICE
TOTAL LAN EQUIPMENTS					
<b>IV. CIVIL WORKS/LABOUR/TRAINING/SUPPORT</b>					
ITEM	DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
<b>TOTAL CIVIL WORKS/LABOUR/ TRAINING/ SUPPORT</b>					
<b>TOTAL COST</b>					

\_\_\_\_\_  
*[Signature of bidder and date]*  
**Prices to be inclusive of all taxes**

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

**ii. FORM II -MANUFACTURERS AUTHORIZATION FORM**

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

WHEREAS .....

*[Name of the principal]*

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

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

---

*[Signature for and on behalf of the principal]*

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

### iii. FORM III FIRM'S REFERENCES

#### Relevant Services Carried Out That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:		No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**iv. FORM IV    FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED  
PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_ Name of Firm: \_\_\_\_\_  
\_\_\_\_\_

Name of Staff: \_\_\_\_\_ Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_  
\_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_  
\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_  
\_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

---

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

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**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

---

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.  
\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member]*

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of authorized representative of the firm]*

Full name of staff member: \_\_\_\_\_

\_\_\_\_\_

Full name of authorized representative:

\_\_\_\_\_

**v. FORM V SITE SURVEY**

The site Survey will be conducted on **26<sup>th</sup> November,2020** through the guidance of the **Head of ICT** at the Ministry of Petroleum and Mining.

Eligible bidders **MUST** perform the site survey between 9:00 am and 1:00pm. Bidders are expected to assemble as per the date and time indicated. A bidder **MUST** attach in their technical proposal submission the duly signed and stamped site visit form herein.

**SITE SURVEY FORM**

<b>Company Name</b>		<b>Client's Name</b>	
	<b>Name</b>	<b>Signature</b>	<b>Date</b>
Company Representative			
Client's Representative  (Official Stamp)			
Remarks			



## **SECTION VIII - STANDARD FORMS**

### Notes on the sample Forms

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

**8.1 FORM OF TENDER**

Tender No. \_\_\_\_\_ Date \_\_\_\_\_ To: \_\_\_\_\_

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either

Part 2(a), 2(b) or 2(c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

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

Part 2 (a) – Sole Proprietor			
Your name in full .....		Age .....	
Nationality .....		Country of origin .....	
<input type="checkbox"/> Citizenship details			
.....			
Part 2 (b) Partnership Given			
details of partners as follows:			
Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Part 2 (c) – Registered Company			
Private or Public .....			
State the nominal and issued capital of company-			
Nominal KShs. ....			
Issued KShs. ....			
Given details of all directors as follows			
Name	Nationality	Citizenship Details	Shares
1.....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5.....	.....	.....	.....
Date .....		Signature of Candidate .....	

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

**8.3 TENDER SECURITY FORM**

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

20

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

**8.4 CONTRACT FORM**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by the \_\_\_\_\_ (for the Procuring entity

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

(Amend accordingly if provided by Insurance Company)

**8.5 PERFORMANCE SECURITY FORM**

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

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

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

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

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

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

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

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

..... [name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

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

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

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

[signature for and on behalf of manufacturer]

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



## 8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

---

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To:

RE: Tender No.

Tender Name

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

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

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1  
REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN .....APPLICANT AND  
.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

REQUEST FOR REVIEW

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

No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review  
Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
2. etc.

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

- 1.
2. etc.

SIGNED ..... (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

SIGNED

Board Secretary

FIFTH SCHEDULE

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2016.

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for ..... ( insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

..... (Title)

(Signature)

(Date)

Bidder Official Stamp

FORM SD2 SELF DECLARATION FORMS (r 62) REPUBLIC OF KENYA PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

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

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for ..... (insert tender title/description) for .....(insert name of the Procuring entity) and duly authorized and competent to make this statement.
- 2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... ( insert name of the Procuring entity) which is the procuring entity.
- 3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (name of the procuring entity)
- 4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
- 5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... (Title)

(Signature) (Date)  
Bidder's Official Stamp