



Kenya Seed Company limited

RESTRICTED TENDER DOCUMENT

TENDER FOR SUPPLY AND DELIVERY OF HP ENTERPRISE PORTAL SERVER AND PROVISION OF PREVENTIVE MAINTENANCE AND SUPPORT OF HP ENTERPRISE SERVERS INCLUDING EXTENDED WARRANTY SUPPORT SERVICES AND SPARES.

TENDER NO. KSC/RT/MSSPS/02/2019/2020

TENDER CLOSING & OPENING DATE: 8TH JULY, 2020 at 11.00 A.M

**KENYA SEED COMPANY LIMITED
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SECTION I: INVITATION FOR TENDERS

Tender Name: - Tender for supply and delivery of HP enterprise portal server and provision of preventive maintenance and support of HP enterprise servers including extended warranty support services and spares.

TENDER REF NO: KSC/RT/ MSSPS /02/2019/2020

- 1.1. Pursuant to section 102 of the public procurement and assets Disposal Act (PPADA) 2015, Kenya Seed Company Ltd invites restricted tenders to few registered suppliers for:
 - i. Maintenance and Support of HP Enterprise Servers as per Section V of the tender document (*Description of service*), contract for three (3) years AND Extended warranty support for the hardware and software including service and spares.
 - ii. Supply and Delivery of **ONE HP** Enterprise Portal Server as per Section VI of the tender document (Technical Specifications).
- 1.2. Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Department, Kenya Seed Company Limited, Mbegu Plaza, Ground Floor, Kijana Wamalwa Road, Kitale during normal working hours.
- 1.3. A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fee of KES 1,000.00 in cash or Bankers cheque payable to Kenya Seed Company Limited or be accessed at the www.kenyaseed.com free of charge. Interested bidders who opt to download the Tender Document shall be required to submit their contact details to procurement@kenyaseed.co.ke for recording and any further clarification and addenda.
- 1.4. Completed tender documents properly bound, serialized/paginated in all printed pages including all the attachments from the first page, in the correct sequence and in the format 1,2,3,4... to the last page are to be enclosed in plain sealed envelopes marked with tender reference number and tender name addressed to Managing Director, Kenya Seed Company Limited, Mbegu Plaza, Kijana Wamalwa Road, P.O Box 553 - 30200, Kitale and deposited in the Tender Box at Kenya Seed Company Limited, Mbegu Plaza, Ground Floor, Reception Area, Kijana Wamalwa Road, Kitale so as to be received on or before **8TH JULY, 2020** at 11.00 a.m. Kenyan time.
- 1.5. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.6. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Kenya Seed Company Limited, Mbegu Plaza, Ground Floor, Conference Room, Kijana Wamalwa Road, Kitale.

MANAGING DIRECTOR

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 restricted to registered suppliers 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 Schedule of Requirements Section VI.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender 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 not exceed Kshs. 5,000/=
- 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 not to engage in corrupt cases

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

2.12.4 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 as 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 an 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 (Wednesday, 8th July, 2020 at 11.00am)**"

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 **Wednesday 8th July, 2020 at 11.00 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, at **11.00 am Wednesday 8th July, 2020** 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 22.3 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. Tenderers' offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

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

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 tenderers 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 2.26 or paragraph 2.28.1 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.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for procurement of services and goods 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.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1.1 Eligible tenderer's	<p>1. Selected Duly Authorized and Registered Service Partners and Resellers of HP Products in Kenya</p> <p>2. Selected registered suppliers certified and cleared by ICT Authority.</p>
2.2.1 Cost of Tendering	The price to be charged for the tender document shall be KES 1,000.00 or accessed free of charge at www.kenyaseed.com .
2.8.1(a) Documents Comprising the Tender	A Tender Form Under Section VIII and a Price Schedule completed in accordance with Section VII
2.8.1(d) Documents comprising tender	The tender security shall be Kes. 200,000.00
2.11.1 Tenderers Eligibility and Qualifications.	<p>Particulars of eligibility and qualification documents – Evidence required:</p> <p>Valid Copy/current;</p> <p>a. Manufacturer's authorization certificate as a distributor, service partner and/or reseller from HP</p>
2.12.3 Form of Tender security	The tender security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee issued by a bank licensed and operating in Kenya and valid for thirty (30) days beyond the validity of the tender.
2.13.1 Validity of tenders	Tenders shall remain valid for 120 days.
2.14.1 Format and signing of tender	The tenderer shall prepare two copies of the tender clearly marking as ORIGINAL and COPY
2.15.1 Sealing and marking of tenders	The Tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY" The envelopes shall then be sealed in one outer envelope.
2.15.2 Sealing and marking of tenders	<p>(a) The inner and outer envelopes shall be addressed to:</p> <p style="padding-left: 40px;">The Managing Director, Kenya Seed Company Limited, Mbegu Plaza, Ground Floor, Reception Area, Kijana Wamalwa Road, P.O Box 553 -30200, Kitale.</p>

	<p>bear tender number and name i.e. KSC/RT/MSSPS/02/2019/2020;- TENDER FOR SUPPLY AND DELIVERY OF HP ENTERPRISE PORTAL SERVER AND PROVISION OF PREVENTIVE MAINTENANCE AND SUPPORT OF HP ENTERPRISE SERVERS INCLUDING EXTENDED WARRANTY SUPPORT SERVICES AND SPARES.</p> <p>(b) The words “DO NOT OPEN BEFORE 8TH JULY, 2020 AT 11.00 A.M. KENYAN TIME</p>
2.16.1 Deadline for submission of tenders	Tenders must be received by Kenya Seed Company Limited at the address specified under paragraph 2.17.2 no later than 8TH JULY, 2020 AT 11.00 A.M. KENYAN TIME.
2.18.1 Opening of tenders	Kenya Seed Company Limited will open all tenders in the presence of tenderers’ representatives who choose to attend, at 11.00 a.m., 8TH JULY, 2020 at Kenya Seed Company Limited, Mbegu Plaza, Ground Floor, Conference Room, Kijana Wamalwa Road, Kitale.
2.20.2 Preliminary Examination	Arithmetical errors will not be rectified.
2.20.4 Determination of a tender’s responsiveness	<p>Tenderers are required to submit the following Mandatory Documents or information which shall be used to determine Responsiveness at the Preliminary evaluation stage.</p> <p>MANDATORY (CRITERIA: PASS/FAIL)</p> <ol style="list-style-type: none"> 1. Certificate of incorporation/registration. 2. Valid Tax Compliance Certificate. 3. Current Business permit/ trading license 4. Duly completed Form of Tender. 5. Duly filled Confidential Business Questionnaire. 6. Original Tender Security of KShs. 200,000.00 in the form of Bank guarantee issued by a bank licensed and operating in Kenya. 7. Manufacturer’s Authorization Certificate as a distributor, Service Partner and/or Reseller from HP. 8. Properly bound, serialized/paginated in all printed pages including all other attachments from the first page, in the correct sequence and in the format 1,2,3,4... to the last page of the original Tender and Copy of the Tender. <p>Note: The non-responsive submissions will not be considered further.</p>
2.21.1 Conversion to single currency	Pursuant to section 2.10.1, Price quotations shall be in Kenya Shillings only. No any other currency is allowed
2.22.1 Evaluation and comparison of tenders	Tenderers are required to submit the following Documents as evidence that the tenderer has financial and technical capability necessary to perform the contract, which shall be used to determine Responsiveness at the Technical evaluation stage.

TECHNICAL CAPACITY EVALUATION CRITERIA

The technical proposal from each bidder must address all of the following critical areas.

Evaluation Criteria	DETAILS	MARKS
Experience of the firm related to the services	Provide a company profile showing names of Directors, staff and general structure of the company with CV's of at least two (2) service level engineers/technicians that shows qualifications, skills and experience in Suse Linux Enterprise 11 operating system installations/support and servicing of HPE hardware servers. Ten years and above with the required experience- 20 marks, Below 10years prorated as: <u>Number of years x20marks</u> 10years	20
	Attach two (2) recommendation/reference letters from clients previously served. Letters must be in company letter head, signed and stamped (10 marks each)	20
Financial Capability:	Attach audited accounts for the years 2017/2018 and 2018/2019 auditor's opinion/ statement against each financial year audited accounts.	20
Work Plan	Attach a service level performance details for HP Foundation care 24 x 7 signed and stamped for service hours for weekdays, weekends, public holidays and include the response time to all calls for the listed works in Section VI- Description of Service	20
	TOTAL MARKS	80

The minimum score to be considered technically responsive is 70 marks out of the possible **100 marks** above tabulated as.

Marks attained x 100

80

Only tenderers who score the **minimum 70 marks** and above will have their financial proposals considered where award will be to the technically responsive tenderer with the lowest evaluated price.

	Non-responsive technical submission will not be considered further.
2.22.1 Evaluation and comparison of tenders	FINANCIAL EVALUATION Financial evaluation will include: - 1. Confirmation and considering price schedule duly completed and signed. 2. Conducting a financial comparison.
2.23.1 Contacting the procuring entity	Any effort by a tenderer to influence Kenya Seed Company Limited in its decisions on tender, evaluation, tender comparison, or contract award will result in the rejection of the Tenderer's tender.
2.24.2 Award of contract	Post qualification Kenya Seed Company Limited may verify with the issuing authorities the authenticity of the documents and information submitted by the winning tenderer.
2.24.3 Award Criteria	Award criteria: The Company shall award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender per category, provided further that a tenderer is determined to be qualified to perform the contract satisfactorily
2.24.4 Procuring entity's right to accept or reject any or all tenders	Kenya Seed Company Limited 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 and will inform the affected tenderers of the grounds for its action.

SECTION III: GENERAL CONDITIONS OF CONTRACT

CONTENTS

- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
- 3.4 Use of contract documents and information
- 3.5 Patent Rights
- 3.6 Performance security
- 3.7 Inspections and tests
- 3.8 Payment
- 3.9 Prices
- 3.10 Assignment
- 3.11 Termination for default
- 3.12 Termination for insolvency
- 3.13 Termination for convenience
- 3.14 Resolution of disputes
- 3.15 Governing language
- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

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

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

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

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.6.4 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 servers to confirm their conformity to the specifications.
- 3.7.2 The inspections and tests shall be conducted on the premises of the procuring entity upon delivery, 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

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to 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.

3.11.1 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 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 select to cancel the services and pay to the contractor an 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

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

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

General conditions of contract reference	Special conditions of contract
3.1 (c) Definitions	<p>“The services” means Provision of maintenance and extended warranty support for HPE servers to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.</p> <p>“The Goods” means an enterprise portal server which the tenderer is required to supply to the Procuring entity under the Contract.</p>
3.1(d) Definitions	<p>“The Procuring entity” means Kenya Seed Company Limited (KSC)</p>
3.5 Patent rights	<p>Intellectual property rights</p>
3.6.1 Performance security	<p>Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish the Procuring entity with 10% performance security based on the total value of the contract.</p>
3.6.3 Performance security	<p>The performance security shall be denominated in Kenya Shillings to the Procuring entity and shall be in the form of a bank guarantee issued by a bank licensed and operating in Kenya in the form provided in the tender documents.</p>
3.7.1 Inspections and Tests	<p>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.</p>
3.7.2 Appraisal	<p>On a quarterly basis the employer’s representative(s) and the contractor shall on an agreed date and time conduct a comprehensive assessment/appraisal and record the findings in format as derived from the SCHEDULE OF REQUIREMENTS. Such records shall form part of performance evaluation during and at the end of the probation period, subsequent deliberations.</p>
3.8.1 Payment	<p>Payment shall be electronic transfer of funds. Payment shall be made within 45 days of receipt of certified invoice.</p>
3.9 Prices	<p>Prices charged by the tenderer for goods delivered and services performed under the Contract shall not vary from the prices by the tenderer in its tender.</p> <p>Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.</p>

3.10 Sub-Contract	Subcontracts are not allowed after award and after the signing of the Form of Contract.
3.11.1 Non-Performance penalty	<p>In the event that the tenderer does not administer the contract in whole or in part, KSC shall procure, upon such terms and in such manner as it deems appropriate, and without reference to the tenderer, services similar to those undelivered, and the tenderer shall be liable to KSC for the actual costs incurred for such procured services. These costs shall be offset from the invoices provided by the tenderer.</p> <p>Non-performance shall also include:</p> <ul style="list-style-type: none"> a) Failure by the tenderer to adhere to the set implementation /deployment timelines b) Failure by the vendor to offer services/ uptime as stipulated during bidding.
3.12 Termination	<p>KSC may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if: -</p> <ul style="list-style-type: none"> a) By Breach of Contract <ul style="list-style-type: none"> i) The tenderer fails to provide services of acceptable standards set by the procuring entity in the performance of this Agreement and ii) The tenderer fails to perform any other obligation under this Agreement. b) By Agreement <p>Either party may terminate the Agreement by giving to the other party one (1) months' notice in writing or payment of one (1) month the set fees and charges in lieu of such notice;</p> c) By Insolvency <p>Either party may at any time terminate the contract by giving written notice to the other party in case of insolvency provided that any obligations that may have accrued prior to the insolvency shall be met by the respective parties</p> d) By Bankruptcy <p>Either party may at any time terminate the contract by giving written notice to the other party in case of bankruptcy.</p>
Non Performance Penalty	<p>In the event the tenderer does not administer the contract in whole or in part, KSC shall procure, upon such terms and in such manner as it deems appropriate, and without reference to the tenderer, services similar to those undelivered, and the tenderer shall be liable to KSC for the actual costs incurred for such procured services. This costs shall be offset from the invoices provided by the tenderer.</p> <p>Non Performance shall also include:</p> <ul style="list-style-type: none"> a) Failure by the tenderer to adhere to the set implementation/ deployment timelines b) Failure by the tenderer to offer services on time as stipulated during bidding

3.14 Resolution of disputes	If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, Institute of Arbitrators Kenya.
3.15 Governing Language	The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively.
3.18 Notices	<p>Where the Contract provides for Notice to be given to any party, such Notice shall be well and sufficiently given if given by way of: -</p> <p>a) A letter posted by registered mail (airmail if international) to the postal address of the party concerned shown below, or delivered to that party by hand at the address shown below or;</p> <p>b) An email sent to the email address of the party concerned shown below;</p> <p>The addresses of the parties for Notices shall be: -</p> <p style="text-align: center;">The Managing Director Kenya Seed Company Limited P.O Box 553– 30200 Kitale, Kenya Email: procurement@kenvaseed.co.ke</p> <p>The communication shall be deemed to have been received by the addressee within seven (7) days of posting or 48 hours if sent by facsimile transmission or by electronic email.</p>

SECTION V - DESCRIPTION OF SERVICE

5.1 SPECIFICATION OF PREVENTIVE MAINTENANCE AND EXTENDED WARRANTY SUPPORT FOR HPE SERVERS

- a. Provision of preventive maintenance and support of HPE Servers INCLUDING Extended warranty support for HPE servers for service and spares

Background information

KSC implemented SAP ERP system in 2015 and purchased HPE servers installed with Suse Linux Enterprise 11 operating system.

These servers came with a 3-year warranty for service and spares including hardware and software maintenance.

We would like to have this warranty support extended and to include software updates.

The extended warranty maintenance service required involves;

1. HPE Foundation Care 24X7 SCV for all the equipment listed
2. Preventive maintenance and Support on a quarterly basis

5.2 SCOPE OF WORK FOR SERVICE LEVEL SUPPORT

A. The service Level support shall cover the following services;

1. **Support for hardware equipment** (the listed equipment shall be covered under HPE Proactive Care 24X7 service and HPE shall be providing the support services accordingly).
2. **HPE Hardware Maintenance Onsite support**
 - Hardware problem diagnosis
 - Onsite support with parts and material provided
 - 4-hour onsite response
 - 24- hours standard office days including Saturday and Sunday
3. **HPE Collaborative Remote support**
 - Basic software support
 - Collaborative call management
 - 24-hours 7 days a week phone support

- Standard response time

The vendor shall assist the customer by:

- a. Logging of complaint with HPE Support team
- b. Follow up and escalation of support issues within HPE Support Team
- c. Assist the company in trouble shooting as per guidelines received from HPE support

4. Support for software

HPE Software Technical Unlimited support

- a. SW technical support
- b. SW electronic support
- c. 24 hours' standard office days

HPE Software updates SCV

- a. License to use and Software updates for Suse Linux Enterprise servers
- b. HPE recommended software update method
- c. HPE recommended document update method.

5. HPE software technical unlimited support

- Software Technical support covering 24x7 days a week including holidays
- Software electronic support covering 24x7 days a week including
- Holidays

B. Preventive/Corrective Maintenance Service

The preventive maintenance shall be carried out quarterly (4 times yearly) on all the listed hardware according to the agreed service schedule.

5.3 SCOPE OF WORK FOR PREVENTIVE MAINTENANCE AND CORRECTIVE MAINTENANCE SERVICE

1. The preventive maintenance scope on the hardware include:

- a. Check power inputs to determine proper voltage maintenance
- b. Check the environmental conditions
- c. Check for hardware failure/degradation
- d. Service the hardware component inside the machine
- e. Clean removable devices

2. The preventive maintenance scope on operating systems is:

- a. Check event logs for any errors
- b. Check the patch status and update as necessary
- c. Check the file systems for any inconsistencies
- d. Check the disk spaces
- e. Check network connections & availability of server on the network.

SERVERS HARDWARES AND SOFTWARES (SCHEDULE A-1)

1. LISTED HARDWARE

NO	SERIAL NO	Description
1	CZJ44705Y1	HP DL580 Gen8 CTO Svr
2	CZJ452017G	HP DL580 Gen8
3	CZ3630H9F5	HP DL580 Gen9
4	CZ3501LNFS	HP DL380p Gen8 8-SFF CTO Server
5	CZ2502126M	HP DL380p Gen8 8-SFF CTO Server
6	CZ2502126K	HP DL380p Gen8 8-SFF CTO Server
7		HPE 1/8 G2 LTO-6 Ult 6250 SAS Autoloader
8	CZ2502126L	HP DL380p Gen8 8-SFF CTO Server
9	CZ2502126G	HP DL380p Gen8 8-SFF CTO Server
10	CZ2502126J	HP DL380p Gen8 8-SFF CTO Server
11	CZ2502126H	HP DL380p Gen8 8-SFF CTO Server
12	CZJ45200F7	HP DL380p Gen8 8-SFF CTO Server
13	CZJ6290NJG	HPE DL380 Gen9 8SFF CTO Server
14	CZJ6290NJF	HPE DL380 Gen9 8SFF CTO Server

SCHEDULE OF WORK

Quarterly reports shall be prepared for all sessions undertaken and a meeting held between both parties.

A service performance report shall be required after every preventive maintenance schedule. The maintenance shall be done quarterly 4 times a year.

The preventive maintenance shall be carried out quarterly (4 times a year) on all the listed hardware according to the agreed service schedule.

Support for hardware equipment (the listed equipment shall be covered under HPE Proactive Care 24X7 service and HPE shall be providing the support services accordingly).

SECTION VI: TECHNICAL SPECIFICATIONS

6.1 SPECIFICATION FOR AN ENTERPRISE PORTAL SERVER

Configuration Name:
 Kenya Seed SAP
 HANA DL380 OBP
 v1p0 20200327
UCID: 5118904456-01
(Solution Level)

BOM Source: Current
 BOM

Qty	Product #	Product Description	Product Line
1	ZU715A	HPE Virtual Rack Service	SI
1	H8A03A1-501	HPE ProLiant Base SAP HANA FE Integ SVC	UW
1	R1R46A	HPE ProLiant DL380 Gen10 for SAP HANA Compute Block	HA
1	R1R46A 0D1	Factory Integrated	HA
1	H8A03A1-502	HPE ProLiant Svr SAP HANA FE Integ SVC	UW
1	P02497-L21	Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) FIO Processor Kit for HPE ProLiant DL380 Gen10	SY
1	P02497-B21	Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) Processor Kit for HPE ProLiant DL380 Gen10	SY
1	P02497-B21 0D1	Factory Integrated	SY
12	P00924-H21	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	OE
12	P00924-H21 0D1	Factory Integrated	OE
3	P19917-H21	HPE 3.2TB SAS 12G Mixed Use SFF (2.5in) SC 3yr Wty SSD	OE
3	P19917-H21 0D1	Factory Integrated	OE
1	870549-B21	HPE DL38X Gen10 12Gb SAS Expander Card Kit with Cables	SY
1	870549-B21 0D1	Factory Integrated	SY
1	727055-B21	HPE Ethernet 10Gb 2-port 562SFP+ Adapter	SI
1	727055-B21 0D1	Factory Integrated	SI
1	P01366-B21	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	SH
1	P01366-B21 0D1	Factory Integrated	SH
1	804331-B21	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	SI
1	804331-B21 0D1	Factory Integrated	SI
1	727054-B21	HPE Ethernet 10Gb 2-port 562FLR-SFP+ Adapter	SI
1	727054-B21 0D1	Factory Integrated	SI
1	339779-B21	HPE RAID 5 Drive 1 FIO Setting	NX
1	867810-B21	HPE DL38X Gen10 High Performance Temperature Fan Kit	SY
1	867810-B21 0D1	Factory Integrated	SY
2	865408-B21	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	SI
2	865408-B21 0D1	Factory Integrated	SI
1	BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	4U
1	BD505A 0D1	Factory Integrated	4U

1	720865-B21		HPE 2U Cable Management Arm for Ball Bearing Rail Kit	SI
1	720865-B21	0D1	Factory Integrated	SI
1	720863-B21		HPE 2U Small Form Factor Ball Bearing Rail Kit	SI
1	720863-B21	0D1	Factory Integrated	SI
4	487655-B21		HPE BladeSystem c-Class 10GbE SFP+ to SFP+ 3m Direct Attach Copper Cable	SI
4	487655-B21	0D1	Factory Integrated	SI
1	N0U73A		SUSE Linux Enterprise Server SAP 2 Sockets or 1-2 VM 3yr Subscription 24x7 Support Flexible LTU	HA
1	HA113A1		HPE Installation SVC	UW
1	HA113A1	5A6	HPE 300 Series Installation Service	UW
1	H7J34A3		HPE 3Y Foundation Care 24x7 SVC	72
1	H7J34A3	XPT	HPE DL380 SAP HANA COMP Block Supp	72
1	H7J34A3	YMJ	HPE SLES SAP 1-2 VM 3yr Flx LTU Support	OL
1	HG0U4A1		HPE Rapid Depl Accel SAP HANA Base SVC	G4
1	HG0U4A1	151	HPE Basic Comp L1 Rapi Depl SAP HANA SVC	G4
1	HG0U4A1	050	HPE Basic L1 Rapid Depl SAP HANA SVC	G4

OS

1 X SUSE Linux Enterprise Server SAP 2 Sockets or 1-2 VM 3yr Subscription 24x7 Support Flexible LTU

Installation & Support Services

- 1 X HPE ProLiant Base SAP HANA Factory Express Integration Service.
- 1 X HPE Rapid Deployment Acceleration SAP HANA Base Service.
- 1 X HPE 3Y Foundation Care 24x7 SVC

SECTION VII- PRICE SCHEDULE OF SERVICES AND GOODS

TENDER NAME: PROVISION OF MAINTENANCE AND SUPPORT OF HP SERVERS AND PURCHASE OF AN ENTERPRISE PORTAL SERVER

TENDER NUMBER: KSC/RT/MSSPS/02/2019/2020 **Page**-----**of**-----

CATEGORY A: PROVISION OF MAINTENANCE AND SUPPORT OF HP SERVERS CONTRACT FOR 3 YEARS RENEWABLE SUBJECT TO SATISFACTORY PERFORMANCE

NO	ITEM DESCRIPTION	TOTAL COST INCL. VAT AND ANY APPLICABLE COSTS PER YEAR	TOTAL COST INCL. VAT AND ANY APPLICABLE COSTS FOR 3 YEARS	REMARKS
1	HPE Foundation Care 24X7 SCV for all the equipment listed(To include Extended warranty support for HPe servers (service and spares) for both hardware and software updates			
2	Preventive maintenance and Support of the HPE server on quarterly basis.			
	TOTAL SUM			

CATEGORY B: PURCHASE OF AN HP ENTERPRISE PORTAL SERVER

NO	ITEM DESCRIPTION	QUANTITY	UNIT PRICE (KES) INCLUSIVE OF TAXES AND DELIVERY TO KITALE	TOTAL COST INCL. VAT AND ANY APPLICABLE COSTS (KES)	NUMBER OF DAYS TO DELIVER	REMARKS
1	HP ENTERPRISE PORTAL SERVER	1 PC				
	TOTAL SUM					

N/B: Award will be done independently as per the lowest evaluated category.

Signature and Stamp of tenderer

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

SECTION VIII: STANDARD FORMS

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Declaration form
7. Manufacturers Authorization Form

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

~~3. If our Tender is accepted, we will obtain the performance security in form of a bank guarantee equivalent 10 percent of the Contract Price for the due performance of the Contract.~~

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 _____2020

[signature] _____

[in the capacity of] _____

Duly authorized to sign tender for an on behalf of _____

8.2 CONTRACT FORM

THIS AGREEMENT made this _____ day of _____ 2020 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 Supply and Delivery of Server and Provision
of Maintenance and Support of HP Servers] 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
 - (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)

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
--

	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p>																				
	<p align="center">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p align="center">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

8.4 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 and Delivery of Server and Provision of Maintenance and
Support of HP Servers

[Name and/or description of the services]

(Hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](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 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)

8.5 PERFORMANCE SECURITY FORM

To.....

[name of the 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 services](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 figures],

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 your 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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

8.7 DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this _____ day of _____ 20 _____

(Name of company)

(Signature(s))

8.8 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], Manufacturing in..... (Country of Origin) 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.

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of20.....

SIGNED

Board Secretary