



TENDER NO. KETRACO/PT/010/2017

**TENDER FOR SUPPLY, CUSTOMISATION, TESTING, TRAINING,
COMMISSIONING AND MAINTENANCE OF BACKUP &
AVAILABILITY SOLUTION**

CLOSING DATE: 24th May 2017 at 10:00 am

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INTRODUCTION

Kenya Electricity Transmission Company (KETRACO) hereafter referred to as the “Company” invites tenders **for Supply, Customization, Testing, Training, Commissioning and Maintenance of Backup & Availability Solution. Tender Number KETRACO/PT/010/2017.**

Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of the services, reputation, and the personnel to perform the contract. They should also have legal capacity to enter into the contract and should demonstrate that they have continuously fulfilled obligations to pay taxes and social security contributions.

SECTION I INVITATION TO TENDER

DATE:

TENDER REF. NO. KETRACO/PT/010/2017

TENDER FOR SUPPLY, CUSTOMIZATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF BACKUP & AVAILABILITY SOLUTION.

- 1.1 **KETRACO invites** sealed bids from all interested candidates for the Supply, Customization, Testing, Training, Commissioning and Maintenance of Backup & Availability Solution.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from Senior Manager, Supply Chain Management, **Kenya Electricity Transmission Company Limited** at **KAWI Complex, Block B, Popo Lane, Off Red Cross Road, South C, P.O Box 34942 – 00100, Nairobi, Kenya** on working days from Monday to Friday (excluding any public or gazette holiday). *Bidders may also view and download the bidding document from www.ketraco.co.ke or from supplier.treasury.go.ke and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums to supplychain@ketraco.co.ke.*
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of One thousand Kenya shillings (**Ksh. 1,000.00**) in cash or bankers cheque payable to Kenya Electricity Transmission Company. Bidders who download the tender document will not be required to pay.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or easily convertible foreign currency and shall remain valid for a period of 90 days from the Closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box **2nd Floor KAWI House, South C** or be addressed to:

**The Company Secretary,
Kenya Electricity Transmission Company,
P.O Box 34942-00100,
Nairobi**

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 relatives (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. 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

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, Insurance, all other taxes payable, delivery to the premises of the entity.

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.

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

2.12 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 two (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 Company
 - 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 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 90 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.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC"

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 24th May 2017 at 10.00am local time**”

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 **24th May 2017 at 10.00am local time**

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 no 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 **10.30am on Thursday, 24th May, 2017 at KETRACO offices, KAWI House, South C**

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 2.23 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 15 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 Thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 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 fourteen (14) 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.
- 2.28.1 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;

2.28.2 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 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	<p><i>Particulars of eligible tenderers</i></p> <p>Registered qualified firms operating in Kenya</p>
2.1.3	<p>For Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements: -</p> <p>(a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners</p> <p>(b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners</p> <p>(c) The partner in charge shall be authorized to incur liabilities and receive instructions for an on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.</p> <p>(d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender)</p> <p>A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.</p>
2.8	The Form of Tender must be filled and signed.
2.9.2	Prices quoted shall be the Delivered Duty Paid (DDP) to KETRACO including all applicable taxes, IDF charges, clearing charges, insurances, transportation charges to the premises of the purchaser and unloading costs.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.10	<p><i>Particulars of other currencies allowed.</i></p> <p>Price should be in Kenya shillings only or a freely convertible currency.</p>
2.12	Tender security required is 2% of the total contract price in form of a bank guarantee or a banker's cheque from a reputable bank in Kenya or an insurance from insurance agencies allowed by public procurement Oversight Authority) valid for 120 days from the date of closing date of the tender.
2.13.1	Tender shall remain valid for a period of 90 days from the date of opening
2.14.1	<p>Bidders shall provide 1 ORIGINAL of the tender document clearly marked original and 1 other copy marked COPY all placed in one envelope and tender title and number and closing date clearly written on top of the envelope.</p> <p>Both the Technical and Financial Proposal shall be in the same envelop and shall include among others the following: -</p> <ol style="list-style-type: none"> 1. All information required for the preliminary evaluation, 2. All information required for the technical evaluation, 3. Duly completed and signed Form of Tender, 4. Duly completed and signed Bills of Quantities
2.16	Deadline for Submission of Tenders /Closing date shall 24th May, 2017 at 10.00am
2.24	KETRACO at its discretion shall carry out due diligence to determine the qualification in accordance with this clause.
2.28	<p>Performance security of 10% of the contract price will be required from the winning bidder after the award of the tender in the form of;</p> <ol style="list-style-type: none"> 1. Cash or banker's cheque, or 2. A bank guarantee, or 3. Guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or 4. Letter of credit.

EVALUATION CRITERIA

Kenya Electricity Transmission Company will consider the following three categories of criteria to evaluate the tenders.

- a) Mandatory tender requirements
- b) Technical capability assessment including due diligence where applicable
- c) Financial Evaluation.

(a) MANDATORY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Tenderers are required to submit the following **MANDATORY** documents, failure to which they shall not be considered for further evaluation.

a) Mandatory requirements

NO.	MANDATORY REQUIREMENTS TO BE SUBMITTED
1.	Copy of company registration/incorporation certificate
2.	Tender security of two (2) percent (%) of the Tender price valid for 120 days
3.	Valid Tax Compliance certificate
4.	Correctly duly filled and signed Form of Tender
5.	1 Original & 1 copy of bid documents clearly marked accordingly
6.	Correctly duly filled confidential questionnaire (Indicate all directors and their shareholding)
7.	Audited Financial statements for the last three years
8.	Evidence for similar work undertaken, at least three (3) sites where the Backup & Availability Solution has been implemented in the last five (5) years. This will include LSOs, contracts, Letters of Recommendation or any other form of evidence
9.	The bidder MUST provide a partnership letter showing their level of partnership with the manufacturer of their proposed solutions for Backup & Availability
10.	Provide a duly signed Manufacturer's Authorization Letter or a Dealership certificate or letter where applicable. The bidder must be an authorized reseller of the software they are providing.
11.	Project Implementation Plan (preferably Gantt Chart)

(b) TECHNICAL EVALUATION CRITERIA

1 Technical Evaluation Criteria

1.1 Experience

1.1.1 General Experience

At least three (3) local clients' references where similar services have been successfully implemented within the last five (5) years. The **average** value of the three (3) completed shall be at least Kshs 3,000,000.00. Provide proof in terms of Contracts, LPO'S or Completion Certificates including name (s) and address of contact person(s).

1.1.2 Key Personnel

The tenderer shall provide a minimum of the following key personnel with the following minimum qualification and experience: -

i. Project Manager – (1)

Bachelor Degree in Computer Science or related field from a recognized University with minimum five (5) years working experience in managing similar projects and certification with respect to the proposed solution.

ii. Project Team Members - (2)

Submit CV's of at least two (2) project team members. Minimum Bachelor's degree in Computer Science or related field from a recognized University with certifications with respect to the proposed solution with a minimum of two (2) years working experience in ICT industry. Or a Diploma from a recognized institution with certifications with respect to the proposed solution with a minimum of five (5) years working experience in ICT industry.

Bidders are required to attach certificates for the proposed personnel

NB.

- At least one project team member possessing certificates depicting the necessary level of expertise to correctly design, deploy, configure, administrate and optimize the proposed backup and replication environment e.g. VMCE, VMCE advanced etc.

1.2 Financial Capability

1.2.1 Access to liquid assets

Tenderer's capacity to have cash flow amount of at least **Kenya Shillings Three million (Kshs. 3,000,000)** equivalent; by access to lines of credit, other financial resources such as bank statements or letter from the bank indicating the same. In case of joint venture all parties combined must meet requirement.

1.2.2 Turnover

Must have a minimum annual average turnover **Kshs 10,000,000.00** over any three (3) year for the period 2016, 2015, 2014, 2013 and 2012.

3.0 Compliance with schedule of requirements

Bidders shall provide a schedule of compliance listing every sub clause of the technical requirements, with the words “**complied**” or “**not complied**” in line with the capabilities of the proposed solution.

4.0 Financial Evaluation

Comparison of prices shall be done in accordance with the provisions of the Instructions to Tenderers Clause 2.22 – 2.24

Evaluation of the Request for Proposals shall be based on the QCS (Quality and Cost Selection).

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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

3.5 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 fourteen (14) 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 Company
- 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 Delivery and Documents

3.8.1 Delivery of the Services shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.9 Liquidated Damages

3.9.1 If the tenderer fails to deliver any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.10 Payments

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

3.11 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.

3.12 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.

3.13 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.
- d) 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.

3.14 Termination of insolvency

The procuring entity may at the anytime 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.

3.15 Termination for Convenience

3.15.1 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.

3.15.2 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.

3.16 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.

3.17 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.

3.18 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.

3.19 Applicable Law.

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

3.20 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	“ Intended Completion Date ” means the date on which it is intended that the Supplier shall complete the works.
3.6	A performance security of 10% of the contract price in the form of a bank guarantee, cash, letter of credit or insurance guarantee approved by the company will be required from the winning bidder.
3.8	<p>The supplier shall commence work within fourteen (14) days from the contract signing date.</p> <p>The delivery schedule is as set out in the requirements stated in the technical requirements of the proposed solution.</p> <p>If the delivery date is extended (except by mutual consent) liquidated damages shall be assessed at half (0.5%) percent per week of the Contract Price. The maximum liquidated damages are ten (10%) percent of the Contract Price.</p> <p>Where the supplier anticipates that there will be a significant delay to the performance of any of its services for which it considers an extension of time is required, then it must immediately notify KETRACO of its request, the reasons for extension and steps taken or to be taken to minimize the delays and as soon as practicable, notify KETRACO in writing of the period of the delay caused and give details of the extension of time which it reasonably considers will be required. If there is delay on part of KETRACO in according approval of the milestone/document submitted, beyond specified timeline, the project shall be deemed to be extended by the delayed period of approval and the vendor will intimate in writing to KETRACO.</p> <p>If for any circumstances an extension of time is required, then the supplier shall inform Project Manager not later than 10 days from the date of occurrence of such circumstance.</p> <p>The decision of the project manager shall be final and binding in this respect and no additional remuneration shall be payable for the extended period.</p>
3.10	Subject to the provisions (Terms of Payment), the Purchaser shall pay the Contract Price to the Supplier in the manner specified below. Except as otherwise noted, all payments shall be made for the portion

General conditions of contract reference	Special conditions of contract
	<p>of the Contract Price corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement as follows: -</p> <p>Payment shall be made as follows: -</p> <p>a. 100% upon supply and delivery of software licenses, successful installation, configuration, training, acceptance testing and completion of the System.</p> <p>Note: Retention money shall be five (5%) percent of each payment certificate and it shall be released after the end of twelve (12) months defects liability period and shall be deducted from every payment certificate.</p> <p>There shall be no advance payment.</p>
3.11	There will be no variation of prices within the first 1 year. Prices shall be maintained for a period of one year. Prices shall be maintained for a period of one year.
3.16	In case of a dispute between the purchaser and the supplier, the dispute shall be referred arbitration in accordance with the laws of Kenya.
3.19	The applicable law shall be Kenyan Law
3.20	<p>The address of the Employer for notices is Managing Director/CEO Kenya Electricity Transmission Company, P.O Box 34942-00100, NAIROBI, GPO.</p> <p>The address of the Supplier for notices is:</p> <p>All notices, instructions, information, and other communications given by the supplier to KETRACO under the contract shall be given to the Project Manager/KETRACO’s representative, except as otherwise provided for in the agreement.</p>
4.3 OTHER SPECIAL CONDITIONS OF CONTRACTS	SPECIAL CONDITIONS OF CONTRACT
Insurance Cover	Introduce GC 21

General conditions of contract reference	Special conditions of contract
	<p>The insurance coverage shall be as follows: -</p> <p>The Equipment shall be fully insured by the Supplier against loss or damage incidental to the manufacture thereof, or acquisition, transportation, storage, and delivery on “All Risks” basis, including War Risks and Strikes for all the items required for the implementation of the solution to be delivered to stores located at SITES mentioned in the scope of works.</p>
<p>Key Technical Personnel</p>	<p>Introduce GC 22</p> <p>The key technical personnel are expected to be available on site during the project duration. The proposed personnel as listed shall not be changed without notification and approval from the Procuring Entity.</p> <p>The supplier agrees to maintain all statutory records as required under various labour laws in respect of employees and payments. Any expenses incurred for the contributions, making contributions or maintain records shall be to the vendor account.</p> <p>Except as KETRACO may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the supplier, it becomes necessary to replace any of the Key Personnel, the supplier shall provide as a replacement a person of equivalent or better qualifications, subject to approval by KETRACO.</p> <p>If KETRACO finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the KETRACO has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the supplier shall, at the KETRACO’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the KETRACO.</p> <p>The supplier shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p> <p>The supplier shall not employ for the purpose of the work, any person below the age of 18 years. KETRACO shall have the right to decide whether any person employed by the vendor is below the age limit, and to refuse to allow any person, whom he considers to be under-aged to be employed by the vendor.</p>
<p>Roles and Responsibilities</p>	<p>Introduce GC 23</p> <p>Supplier’s Responsibilities:</p>

General conditions of contract reference	Special conditions of contract
	<p>The supplier has the overall responsibility of service, delivery, implementation, and training of information security solution as specified in the scope of works.</p> <p>The supplier shall make its own arrangements for movement of personnel and equipment, within and outside the sites/units/offices at the various locations covered by the contract.</p> <p>The supplier's Representative and staff are obliged to work closely with the KETRACO's Project Manager and staff, act within their own authority, and abide by directives issued by the Purchaser that are consistent with the terms of the Contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.</p> <p>If the supplier or their employee damage, break, deface the property of KETRACO or other during the execution of the contract, the same shall be made good by the supplier at his own expense and in default thereof, the Authority's project manager may cause the same to be made good by other agencies and recover expenses from the vendor.</p> <p>All supplier's personnel entering KETRACO premises shall be properly identified by badges of a type issued by KETRACO and must be worn at all times.</p> <p>KETRACO shall not be in any way held responsible for any accident or damages incurred and claims arising there from during the period of maintenance contract or thereafter.</p> <p>KETRACO Responsibilities:</p> <p>KETRACO shall notify the supplier in writing the name of the Project Manager within fourteen (14) days of signing of the contract. The Project Manager shall have the authority to represent KETRACO on all day-to-day matters relating to the project or arising from the project. All notices, instructions, order, certificates, approvals, and all other communications under the contract shall be given by the projects manager, except as otherwise provided for in this contract.</p> <p>KETRACO shall be responsible for the provision of necessary access, and licenses for the successful completion of the project except where provision of such items is explicitly identified in the contract as being the responsibility of the vendor.</p> <p>KETRACO to provide a suitable room for the contractor's personnel, equipment, tools during the execution of the works.</p>

General conditions of contract reference	Special conditions of contract
Confidential Information	<p>Introduce GC 21</p> <p>In the performance of its work, the supplier and its employee may have access to confidential information owned or controlled by KETRACO. the supplier shall keep all such inform confidential and shall not copy, publish or disclose to other or permit its employee or anyone else to copy, publish or disclose to others any such information. The supplier shall use such information only for the purpose of performing its obligations</p>
Implementation Plan	<p>Introduce GC 22</p> <p>In close cooperation with KETRACO and based on the draft program of works included in the tenderer ‘s bid, the supplier shall develop and submit, within 14 days on contract signing, a program of works hereinafter referred as “Project Plan” encompassing the activities specified in the contract.</p> <p>The supplier shall formally present to KETRACO the project plan in accordance with the technical requirements. The vendor has to specify the strategy and methodology with time frame and the synchronization of various sites of the project to ensure completion of the project in time. The project plan shall also include a Gantt and Pert chart describing the activities, resources required on the time for completion.</p> <p>The work shall be executed strictly as per the time schedule, indicated in the Project Plan. Monthly/weekly work programme will be drawn up by the vendor before commencement of works and submitted to the project manager for approval. The programme & progress will be reviewed from time to time and if required, the programme may be re-scheduled by the projects manager. The vendor shall also be responsible to provide materials within his scope in time to achieve the programme. In all matters concerning the extent of the programme set out weekly and monthly, the decision of the project manager will be final and binding on the vendor. Both parties shall agree to plan review of the progress of the works executed under the scope of the contract, in particular interval with a view to:-</p> <ol style="list-style-type: none"> i. Review the progress ii. Resolve pending issues iii. Plan for resources required for the ongoing and future works iv. Evaluate all escalated issues and address mechanism to remedy them <p>During the term of this contract KETRACO reserves the right to formally audit and evaluate the performance of the vendor upon reasonable notice and at reasonable time.</p>
Implementation Methodology	Introduce GC 23

General conditions of contract reference	Special conditions of contract
	<p>Tenderers must include in their submission an overview of their proposed solution and key aspects. This must include a description of the method by which they propose to deliver and implement the required solution.</p> <p>The implementation methodology included in the tenderer's bid will be followed during the contract implementation</p>

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 PARTICULARS

The prices quoted must be inclusive of all applicable taxes and should include supply, delivery and installation cost. (More about KETRACO)

The bidder will supply, deliver and Implement the system at the Kenya Electricity Transmission Company Ltd Headquarters.

KETRACO will provide servers for purposes of installation. The bidder is required to provide minimum specifications of the server

Scope of the Backup & Availability Solution

The proposed solutions **MUST** provide the following components and functionality;

	Specification	Compliance	Comments
1	Recover individual files effortlessly with Instant File-level Recovery	Mandatory	
2	Quickly and easily restore Microsoft Exchange items with Explorer™ for Microsoft Exchange	Mandatory	
3	Incremental imaged-based backups with built in deduplication and compression	Mandatory	
4	Agentless application-item restore	Mandatory	
5	Recover Active Directory objects, entire containers, OUs and user	Mandatory	
6	Restore entire SharePoint sites; return deleted items back into production	Mandatory	
7	Maintain image-based replicas either onsite for high-availability or offsite for disaster recovery,	Mandatory	
8	Fast transaction-level recovery and point-in-time restore of SQL Server databases	Mandatory	
9	Simplify replica failover and failback	Mandatory	
10	Meet compliance requirements and archiving policies with native tape support	Mandatory	
11	Have the special improvement of bandwidth to send backups and replicas faster with built-in WAN acceleration	Mandatory	
12	Verify the recoverability of every backup	Mandatory	
13	24x7 real-time monitoring and alerting: Notifies you of backup and performance issues	Mandatory	
14	Resource optimization and configuration tracking	Mandatory	
15	Capacity planning and forecasting	Mandatory	
16	Backup I/O control	Mandatory	
17	Ability to create isolated environment from the backup file for testing purposes	Mandatory	
18	3-year software manufacturer support	Mandatory	

SERVICE LEVEL AGREEMENT (SLA)

A comprehensive service level Agreement will be signed between the service provider and KETRACO to ensure service delivery is not compromised in any way. Termination and/or penalties applicable should the service provider not abide by the terms laid down in the service Level Agreement will also be clearly spelt out in the SLA.

5.3 SCHEDULE OF COMPLIANCE

Bidders shall provide a schedule of compliance listing every sub clause of the following technical requirements, with the words “**complied**” or “**not complied**” in line with the capabilities of the quoted solution.

The word complied shall be used where the requirement is an integral part of the proposed solution.

The use of the word “**Noted**” is inadequate and will be equated to “not complied”. Where a clause is stated to be “not complied”, but the Bidder feels that the capabilities of the system offered provide for an alternative but equally effective functionality, the Bidder can mention it. These clauses will be qualified by “not complied with, but alternative is offered”.

The “alternative” offer will be limited to three options where the tenderer shall provide details on whether: -

Third party interface(s) will be required to comply with the requirement,
Customization will be required to comply with the requirement,
The requirement is part of another requirement (indicate the other requirement)

The cost of third party interfaces and/or customization shall be included in the tender price schedule.

The Bidder shall provide enough documentation to back up their compliance claims. Reference to these documents should be direct and specific.

Tenderers must specify in detail their proposals to meet the specification of functional and technical requirements and cross reference their response to them. Attention should be paid to demonstrating how the requirements will be met.

Software modules must be itemized, together with the extent of any proposed customization., configuration, and training timescales. If report generation facilities are not an integral part of the constituent modules, this must be clearly stated.

Tenderers must indicate any critical relationship between modules supplied, especially where one module will not function without the presence of another.

MINIMUM SPECIFICATION AND SCHEDULE OF REQUIREMENTS

Backup Requirements:

#	Requirement	Notes	Pass / Fail
1	No Agents, in order to eliminate the need to manage agents at the guest Operating System level which will reduce management overheads and result in lower performance degradation on the overall virtual infrastructure		
2	The solution must be easy to use, manage and maintain		
3	Reduce storage costs, by ensuring the Data Protection solution has built in deduplication and compression		
4	The ability to Perform a full, incremental, reverse incremental and synthetic full backup's		
5	The ability to use Hyper-V changed block tracking (CBT) This is to ensure a fast efficient backups and replication of All Applications and Data that run on the virtual infrastructure		
6	Storage Integration / Direct SAN / Hotadd / Network access modes to ensure the most efficient backup methods		
7	The ability to recover an entire virtual machine, thus reducing the Recovery Time Objectives below 5 minutes		
8	The ability to recover an individual file from a virtual machine		
9	The ability to recover a virtual machine disk		
10	<ul style="list-style-type: none"> ○ The ability to recover virtual machine configuration files 		
11	The ability to granular recover an application item for: <ul style="list-style-type: none"> ○ Microsoft SQL ○ Microsoft Active Directory ○ Microsoft SharePoint ○ Microsoft Exchange 		
12	Reduce the cost, effort and risk profile for managing data center maintenance and migration activities, by using the backup data for testing without requiring additional storage		
13	The ability to improve the confidence in the backups by automatically testing every backup every time the backup job completes		

Disaster Recovery Requirements:

<u>#</u>	<u>Requirement</u>	<u>Notes</u>	<u>Pass</u> <u>/</u> <u>Fail</u>
1	The ability to improve Disaster Recovery with replication capabilities which would help eliminate the need for additional future investments.		
2	To remain compliant, the solution needs to ensure that all Backups and Replicas are secure with End to end Encryption (at source, in flight and at rest)		
3	Centralized Backup & Disaster Recovery Management, monitoring, alerting, capacity planning and reporting are require with integration into Microsoft System Centre.		
4	The ability for the solution to scale out if there are additional storage or hosts required.		
5	The ability to perform failover		
6	The ability to perform failback		
7	The ability to undo failover (for DR testing)		
8	The ability to do a File-level-recovery from replica		
9	The ability to use built in WAN Acceleration		
10	The ability to build a Failover Plan		

For any Technical Clarifications please email dkariuki@ketraco.co.ke or echuma@ketraco.co.ke

SECTION VI- PRICE SCHEDULE
PREAMBLE TO THE PRICE SCHEDULE

- a) The Price Schedule shall form part of the contract documents and is to be read in conjunction with the Instructions to Tenderers, General and Special Conditions of Contract and Technical Specifications.
- b) The brief description of the items in the Price Schedule is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Technical Specifications for the full direction and description of work and materials.
- c) The Quantities set forth in the Price Schedule are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Supplier that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Price Schedule. The basis of payment shall be the Supplier’s rates and the quantities of work actually done in fulfillment of his obligation under the Contract.
- d) The prices and rates inserted in the Price Schedule will be used for valuing work executed, and the Procuring Entity will measure the whole of the works executed in accordance with this Contract.
- e) A price or rate shall be entered in ink or printed against every item in the Price Schedule with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no “nil” or “included” rates or “lump-sum” discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f) Provisional sums in the Price Schedule shall be expended in whole or in part at the discretion of the procuring entity.
- g) The price and rates entered in the Price Schedule shall, except insofar as it is otherwise provided under the Contract, include all materials to be used, labour, insurance, supplier’s supervision, compliance, testing, materials, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the procuring entity and his staff.

Bill No 1 – ONE TIME PAYMENT- TENDER FOR SUPPLY, CUSTOMIZATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF BACKUP & AVAILABILITY SOLUTION

Name of Tenderer:

Tender Number:

No	Item description	Quantity	Delivery schedule
1.	Tender for supply, customization, testing, training, commissioning and maintenance of Backup & Availability Solution software.	1	8 weeks from receipt of purchase order/contract or as agreed during contract signing.

2.	Licenses Availability Suite Enterprise (Public Sector Option) - No. of CPU sockets	24 – VMware 2 – Hyper V	
3.	<ul style="list-style-type: none"> i. Training & Knowledge transfer of users at least 4 technical staff. (Within KETRACO) ii. Training on VMCE v9.5 , Registration plus Exam for 2 Administrators at the Kenyan Local training delivery provided by (Reddington/Torque IT) in June 2017. iii. International 5-day Training at a VEEAM authorized center in South Africa for one (1) Administrator. (See details below) 	Lot	As per the bidder approved training schedule
4.	Annual Basic Maintenance Renewal for three (3) years beginning from the second year after commissioning	3 years	Indicate the annual costs of Basic maintenance

International 5-day Training

For 3 (iii) above, the training shall be done at one of the leading VEEAM Education Services in the Africa Region.

- Give worldwide access to a cutting-edge lab infrastructure,
- Provide top quality instructors with recognized VEEAM

The Bidder will provide the following:

- Economy class return air ticket.
- Visa expenses, airport taxes, local transportation and other incidental travel expenses as required.
- Hotel accommodation, 4-star minimum including half board plus daily allowances of US\$ 100/day for incidental expenses for each trip.

All costs shall be clearly detailed out in the financial proposal

NOTE:

The support system software shall be free for the first one year after going-live and thereafter the bidders should quote for the maintenance costs from the second year.

No	ITEM	QTY	Rate In Kshs	AMOUNT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	DELIVERY PERIOD
1	SUPPLY, DELIVERY AND IMPLEMENTATION OF BACKUP & AVAILABILITY SOLUTION – PROFESSIONAL FEES	1					
2	LICENCES-AVAILABILITY SUITE ENTERPRISES - CPU SOCKETS	24 - Vmw are 2-hyper V					
3	ALLOW CERTIFICATION TRAINING FOR LOCAL VMCE 9.5 TRAINING	2					
4	ALLOW FOR INTERNATIONAL TRAINING FOR ONE ADMINISTRATOR	1					
	TOTAL						

Bill No 2 – ANNUAL RECURRENT MAINTENANCE AND LICENSE COST

No	ITEM	QTY	Rate In Kshs	AMOUNT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	DELIVERY PERIOD
1	ANNUAL RECURRENT SOFTWARE MAINTENANCE, LICENCE UPGRADES & RENEWALS	3 Years					
	TOTAL						

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VIII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Anti-corruption Affidavit Form

FORM OF TENDER

Date _____

Tender No. _____

To: Kenya Electricity Transmission Company, P.O BOX 34942-00100, Nairobi

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[insert numbers]* of which is hereby duly acknowledged, we the undersigned, offer to **Tender for Supply, Customization, Testing, Training, Commissioning and Maintenance of Backup & Availability Solution** 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum 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 consultants, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2015
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of

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 materials and spares. Viz.....*[brief description of materials and spares]* and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of*[contract price in words and figures]*

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

7.2 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

<p><i>Part 1 – General:</i></p> <p>Business Name </p> <p>Location of business premises. </p> <p>Plot No..... Street/Road </p> <p>Postal Address Tel No. Fax E mail </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 Branch (Attach letter from the bank).....</p>																			
<p>Part 2 (a) – Sole Proprietor</p>																			
<p>Your name in full Age</p> <p>Nationality Country of origin</p> <p style="margin-left: 40px;">• Citizenship details </p>																			
<p>Part 2 (b) Partnership</p>																			
<p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	2.
	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

Shares	Name	Nationality	Citizenship Details
1
2
3
4
5

(Attach certificate of incorporation)

Date Seal/Signature of

Candidate

TENDER SECURITY FORM

Whereas [Name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated..... [Date of submission of tender] for the provision of[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 will 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)

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)

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.

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

- 1.
- 2.

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

REPUBLIC OF KENYA

**IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF
THE LAWS OF KENYA**

AND

**IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, OF
2015.**

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

THAT I am the Chief Executive/Managing Director/Principal Officer /Director of
..... (name of the Candidate) which is a Candidate in respect of
Tender Number to supply goods, render services and/or carry out works
for Kenya Electricity Transmission Company and duly authorized and competent to make
this Affidavit.

THAT the aforesaid Candidate has not been requested to pay any inducement to any member of the
Board, Management, Staff and/or employees and/or agents of Kenya Electricity Transmission
Company, which is the procuring entity.

THAT the aforesaid Candidate, its servants and/or agents have not offered any inducement to any
member of the Board, Management, Staff and/or employees and/or agents of Kenya
Electricity Transmission Company.

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

SWORN at *by the said* }

..... }

Name of Chief Executive/Managing Director/ }

Principal Officer/Director }

on this day of 20... }

}

}

}

DEPONENT

Before me }

}

}

Commissioner for Oaths }