



PRIVATIZATION COMMISSION

Enhancing Kenya's Productive Capacity

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TENDER DOCUMENT FOR

SUPPORT AND MAINTENANCE SERVICES FOR THE PRIVATIZATION COMMISSION DOMAIN SERVERS, SWITCHES AND CISCO ROUTERS AND FIREWALL.

TENDER NO. PC/003/2020-2021

LAUNCH DATE: 18th AUGUST 2020

TENDER CLOSING DATE: 1st SEPTEMBER 2020 at 11.00a.m.

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SECTION I - INVITATION TO TENDER

Date: 18th August 2020

RE: TENDER NO. PC/003/2020-2021 FOR SUPPORT AND MAINTENANCE SERVICES FOR THE PRIVATIZATION COMMISSION DOMAIN SERVERS, SWITCHES AND CISCO ROUTERS AND FIREWALL AS PER THE SCHEDULE OF REQUIREMENTS

The Privatization Commission (PC) invites sealed tenders from interested eligible firms for **support and maintenance services for the Privatization Commission domain servers, switches and cisco routers and firewall.**

TENDER NAME	TENDER CLOSING DATE AND TIME	CATEGORY
SUPPORT AND MAINTENANCE SERVICES FOR THE PRIVATIZATION COMMISSION DOMAIN SERVERS, SWITCHES AND CISCO ROUTERS AND FIREWALL.	1 st SEPTEMBER 2020 at 11.00 A.M.	Open National Tender

A complete set of tender document may be downloaded by interested and eligible service provider(s) free of charge from the Commission website www.pc.go.ke or <https://www.tenders.go.ke/website>. Those who download the document should inform the Commission immediately via email info@pc.go.ke;

Prices quoted should be inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days after date of tender opening.

Tenders must be accompanied by a tender Security of **Kshs 50,000.00** from a reputable Bank and should be valid for a period of 120 days from the date of tender closing.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the tender box provided at the Privatization Commission's Offices, **11th floor, Extelcoms House, Haile Selassie Avenue, Nairobi** or be addressed to:

**The Executive Director/CEO
Privatization Commission,
P. O. Box 34542- 00100
NAIROBI**

so as to be received on or before **11.00 A.M. on 1st September 2020.**

Bidders are advised to take note that the guidelines issued by the Ministry of Health on the measures to stop the spread of COVID 19 and the subsequent additional guidelines on Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27th March 2020 issued by the PPRA in respect to handling of procurement proceedings shall be applied for any tender (including this one) processed by the Commission henceforth until advised otherwise. Bidders are advised that in line with said circular, the tenders submitted shall be quarantined for a prescribed period but not exceeding fourteen (14) days during which time they will be fumigated and sanitized. Bids shall be opened after the quarantine period is over. The date and time of opening of the bids shall be communicated to all the participating bidders via e-mail.

Tenders will be opened in accordance with the provisions of the above guidelines in **Main Board Room, 11th floor, Extelcoms House, Haile Selassie Avenue, Nairobi.**

Executive Director/CEO

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 interested and eligible tenderers 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 document.
- 2.1.2. The Privatization Commission's employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Privatization Commission to provide similar services and or prepared 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 Privatization Commission, 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 hard copy of tender document shall be Kshs. 1,000.00. Bidders may also download a copy of the tender documents, free of charge, from the Privatization Commission website www.pc.go.ke or <http://supplier.treasury.go.ke> and they should inform the Commission immediately via email info@pc.go.ke.
- 2.2.3 The Privatization Commission 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 5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Description of services to be offered
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Mandatory Confidential Business Questionnaire Form
- x) 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 document or to submit a tender not substantially responsive to the tender document 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 Privatization Commission in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Privatization Commission 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 Privatization Commission. Written copies of the Procuring entity's 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 Privatization Commission 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 Privatization Commission, 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 document 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 Privatization Commission, 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 Privatization Commission, 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 accordingly. 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;
- b) Tender security furnished in accordance with Clause 2.12
- c) Mandatory 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.
- 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 Privatization Commission 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 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 Privatization Commission'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 as prescribed in the instructions to tenderers.
- 2.12.3 The tender security is required to protect the Privatization Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture.
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Privatization Commission as non responsive, pursuant to paragraph 2.20.

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Privatization Commission.

2.12.7 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.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 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 Privatization Commission, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Privatization Commission as nonresponsive.

2.13.2 In exceptional circumstances, the Privatization Commission 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 copy 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 the copy of the tender in separate envelopes, duly marking the envelopes as 'ORIGINAL TENDER' and 'COPY OF TENDER'. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelope shall:
(a) Be addressed to the Privatization Commission 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 the date and time of closing indicated in the Appendix of Instructions To Tenderers.

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 in this tender document no later **the date and time indicated in the Appendix to Instructions to Tenderers.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender document in accordance with clause 2.5, 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 **the date and time**

indicated in the Appendix to Instructions to Tenderers 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 clause 2.20.1, 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 Privatization Commission 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 Privatization Commission'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 clause 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 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan.

The Privatization Commission 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 Privatization Commission'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 Privatization Commission may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The Procuring Entity 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 Privatization Commission

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Privatization Commission 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 Privatization Commission 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 Privatization Commission 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 2.11.2, as well as such other information as the Privatization Commission 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 Privatization Commission 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 2.22, the Privatization Commission 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 Privatization Commission 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 Privatization Commission's action. If the Privatization Commission determines that none of the tenderers is responsive; the Privatization Commission 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 Privatization Commission 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 Privatization Commission pursuant to clause 2.26. 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 2.27.1, the Privatization Commission 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 Privatization Commission notifies the successful tenderer that its tender has been accepted, the Privatization Commission 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 Privatization Commission.
- 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 twenty eight (28) days of the receipt of notification of award from the Privatization Commission, 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 Privatization Commission.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Privatization Commission may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Privatization Commission 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 Privatization Commission 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 THE 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	Particulars of eligible tenderers: Open to interested and eligible ICT Service Providers / Firms
2.1.1	The services are to be provided for an initial 12 months which may be renewed by the client for another 12 months subject to satisfactory performance on the part of the service provider (Performance to be reviewed at the end of the initial period). The contract period is 24 months.
2.2.2	Price to be charged for hard copy tender document is Kshs. 1,000.00 . Applicants are encouraged to download a copy of the tender document from the Privatization Commission website. www.pc.go.ke or http://supplier.treasury.go.ke free of charge and they should inform the Commission immediately via email : info@pc.go.ke
2.4	<p>For any clarification on this tender, please write to:</p> <p style="text-align: center;">The Executive Director/CEO Privatization Commission Extelcoms House, 11th Floor P. O. Box 34542-00100 NAIROBI Email: ed.ceo@pc.go.ke; info@pc.go.ke</p> <p>At least seven (7) days before the tender closing date</p>
2.10	Particulars of other currencies allowed. None
2.11	<p>Particulars of eligibility and qualifications documents of evidence required.</p> <ul style="list-style-type: none"> • Submission of two (2) sealed envelopes (One original and copy of tender) • Submission of all the documentation and requirements as outlined in the <u>Schedule of Requirements</u> on Section V and as per the submission format prescribed. • Compliance to the evaluation criteria as specified in this document
2.12.2	Tender Security shall be Kshs. 50,000.00 to be submitted in the form specified on clause 2.12.4.
2.14	This is a one (1) envelope tender which implies both the technical requirements and the financial bid are to be submitted in one document but must be sealed and marked in accordance with clause 2.15 on Section II -

	Instructions to tenderers. The financial bid shall be indicated on the Price Schedule of services in the tender document.
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered and received at the Procurement Unit and the bidder shall be required to sign the tender submission register.
2.18	The tenders shall be submitted not later than 1 st September 2020 at 11.00a.m. The tenders submitted shall be quarantined for the prescribed period in line with Circular No. 02/2020, REF: PPRA/6/5 Vol. 1 (1) of 27th March 2020 issued by the PPRA in respect to handling of procurement proceedings during this Covid 19 period during which time they shall be fumigated and sanitized. Bidders shall be notified via e-mail on the date, time and venue of the tender opening exercise
2.24	Particulars of post – qualification if applicable. The client will conduct the post – qualification exercise of the successful bidder if it deems it necessary.
2.27	Particulars of performance security if applicable. 10% of contract sum

SECTION III - GENERAL CONDITIONS OF CONTRACT

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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 Privatization Commission 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 Privatization Commission under the Contract.
- d) "The Privatization Commission" 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 superceded by provisions of other part of contract.

3.3 Standards

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

3.4 Patent Right's

The tenderer shall indemnify the Privatization Commission 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.

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Privatization Commission

the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.2 The proceeds of the performance security shall be payable to the Privatization Commission as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Privatization Commission and shall be in the form of:

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

3.5.4 The performance security will be discharged by the Privatization Commission 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.

3.6 Inspections and Tests

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

3.6.2 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 Privatization Commission.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Privatization Commission 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 Privatization Commission.

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

3.7 Payment

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

3.8 Prices

3.8.1 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 Privatization Commission'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.

3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Privatization Commission's prior written consent.

3.10 Termination for Default

3.10.1 The Privatization Commission 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 Privatization Commission.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Privatization Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the Privatization Commission 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 Privatization Commission for any excess costs for such similar services.

3.11 Termination of insolvency

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

3.12 Termination for convenience

3.12.1 The Privatization Commission 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 Privatization Commission convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the Privatization Commission may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

3.13.1 The Privatization Commission'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.

3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

3.14.1 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.

3.15 Force Majeure

3.15.1 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.

3.16 Applicable Law.

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

3.17 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
3.5	Specify performance security if applicable: 10% of Contract Sum
3.7	Specify method Payments. Payments to be made on monthly basis after the services have been rendered and certified by the client representative
3.8	Specify price adjustments allowed. None
3.13	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred to the Nairobi Centre for International Arbitration and the arbitration shall be in guided by the provisions of the Nairobi Centre for International Arbitration Act No. 26 of 2013.
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: Privatization Commission 11th Floor, Extelcoms House P. O. Box 34542-00100 Nairobi

TERMS OF REFERENCE FOR SUPPORT AND MAINTENANCE SERVICES FOR THE PRIVATIZATION COMMISSION DOMAIN SERVERS, SWITCHES AND CISCO ROUTERS AND FIREWALL.

BACKGROUND

The Privatization Commission is a State Corporation established under Section 4 of the Privatization Act 2005). The Commission commenced its operations in January 2008, following the gazettment of Legal Notice No. 397 of 4th December 2008.

2.0 OBJECTIVE

The objective is to contract a qualified firm to support, maintain, upgrade and optimize the server systems and devices.

Rack mounted Dell™ PowerEdge™ 2950 System.

Rack mounted IBM Server System.

Rack Mounted NetApp Storage.

Cisco Router

Fortinet Firewall

Lenovo Server

Cisco 3650 switch 48 port

And provision of other IT maintenance services and related services thereafter.

The maintenance service shall include but not limited to:

- General preventive maintenance (Every 3 months)
- Curative/corrective maintenance (upon request)
- ✓ Software updates for the Server Operating systems

3. SCOPE OF WORK

The Support and maintenance services are intended to be carried out on the software and the hardware equipment according to the specifications of the manufacturer and indicated in this document.

Systems to be included are:-

1. Hardware Systems

- i. Rack mounted Dell™ PowerEdge™ 2950 System
- ii. Rack mounted IBM Server
- iii. Rack mounted Netapp Storage
- iv. Rack mounted Lenovo Server
- v. Cisco Router 1841
- vi. Fortinet Firewall
- vii. Cisco Catalyst 3650 series Switch with 48 ports and 4 Gigabit ports
- viii. Network Cabinet
- ix. UPS 6kva APC

2. Software Systems

- i. Windows Server 2008
- ii. SQL Database
- iii. Windows Server 2012
- iv. Domain Controller
- v. Internet Proxy server
- vi. Active directory

4.0 Services Required:

- Online support for twenty four hours a day seven days a week.
- Onsite support within two hours of request.
- Alternative lines to consult the support engineers both mobile and fixed with an escalation matrix.
- Regular servicing of the hardware equipment on a Quarterly basis (Preventive Maintenance frequency).
- Test UPS battery performance.
- Examine RAID configuration to ensure it is set up correctly.

- Thorough cleanup of all the equipment serviceable parts with complete detailed exterior and interior cleaning.
- Ensure the Firewall is operating as intended to and supports the Commission
- Upgrading of the Commission's Hardware Server Systems on need basis.
- Organizing of the Network Cabinet and repairing ports that are not working.
- Updating of Server Operating Systems and firmware.
- Carry out repairs where need arises and where a hardware is not working provide PC with an alternative to use before the repairs/replacement are done to ensure the Commission continue operating with minimum downtime.
- Filing of a detailed status report on all the occurrences and the systems operational status and necessary upgrades required to be done on the Systems every quarter.
- The firm shall be expected to facilitate migration and integration to other new systems when need arises.

5. **QUALIFICATIONS**

5.1 **Firm Qualifications:** The potential Server Support and Maintenance firms(s) should demonstrate the following qualifications and experience:

5.1.1 At least three (3) years' experience in configuration, installing and maintaining the applicable servers; **[5 marks]**

5.1.2 Evidence in serving corporate and government clients with hardware and software systems listed above including reference site. Attach evidence that shows serving both Corporate and Government clients in preventive maintenance and support of servers. **[5 marks]**

- 5.1.3 Experience in managing and maintaining CISCO and Fortinet enterprise networks. **[5 marks]**
- 5.1.4 Experience in maintain Linux systems with active directories. **[5 marks]**
- 5.1.5 Experience in NetApp Systems designing, configuration and integration with. **[5 marks]**
- 5.1.6 Demonstrate experience in CISCO networking and configuration of Cisco IOS driven devices for enterprise networks and Windows Server configuration. **[5 marks]**

5.2 Staff Qualifications:

KEY PERSONNEL

The firm must at a minimum, but not limited to, provide the expertise described below, and submit a signed curriculum vitae and copies of certificates for each individual who shall be carrying out the preventive maintenance;

5.2.1 Supervisor/Team Leader (1)

- ❖ A minimum of a Bachelor's Degree in Computer Science or Information Technology or an equivalent from a recognized University. **[2 marks]**

- ❖ At least 5 years' experience in maintenance of IT equipment and infrastructure or experience in assignment of a similar nature. **[2 marks]**

- ❖ Excellent skill in the planning and execution of preventive and corrective maintenance (**Attach evidence of past similar assignment**). **[2 marks]**

- ❖ Skills in management of personnel **[1 mark]**

- ❖ CCNA Certification or higher. **[2 marks]**

- ❖ Microsoft Certified Professional Qualifications. **[2 marks]**

- ❖ Certification for Administering NetApp Storage. **[2 marks]**

- ❖ Certification for Fortinet Firewall . **[2 marks]**

5.2.2 Technicians (2)

- ❖ A minimum of a Diploma in ICT or Computer Studies or an equivalent from a recognized institution. **[2 marks]**

- ❖ At least 2 years' experience in maintenance of IT equipment and infrastructure or experience in assignment of a similar nature. **[2 marks]**

- ❖ Excellent skill in the planning and execution of preventive and corrective maintenance. **[1 mark]**

- ❖ Knowledge and experience of NetApp Storage systems in designing, configuration and integration of operation with Linux backend systems to deliver service to windows clients for mail, domain, proxy and file sharing services. **[2 marks]**

- ❖ Knowledge and experience in Windows client with Linux domain controller's server delivering active directory and mail server management services to end users. **[2 marks]**

- ❖ Knowledge and experience in Microsoft Dynamic Navision ERP systems. **[2 marks]**

- ❖ Knowledge and experience in Network administration (Cisco IOS), Router Configuration and Firewall (Fortinet) management. **[2 marks]**

- ❖ Database administration of common database management systems(DBMS) like my-sql, sql, oracle, sap etc **[2 marks]**

5.3 Attached Proposed Work plan, Approach and Methodology should be well detailed that clearly demonstrate how the firm(s) is going to carry out the proposed work(s). **[20 marks]**

5.4 Attached Proposed Work plan and Methodology specific to support during migration and integration to new systems **[20 marks]**

6. SELECTION PROCESS

Submissions will be evaluated in consideration of the Evaluation Criteria as stated below:

6.1 Technical Evaluation Criteria (Total of 100 points):-

- a) Attached Qualification of the firm **[Maximum 30 points];**
- b) Attached Qualification of staff **[Maximum 30 points];**
- c) Attached Proposed work plan, approach and methodology **[Maximum 20 points];**
- d) Attached methodology and work plan specific to support during migration and integration to new systems **[Maximum 20 points]**

6.2 In order to qualify for further consideration the firm must score a **Minimum of 80 points.**

EVALUATION CRITERIA – MANDATORY REQUIREMENTS (BIDDERS WHO FAIL TO MEET THE MANDATORY REQUIREMENTS SHALL NOT BE EVALUATED IN THE TECHNICAL PHASE).

No	Item	Marks
1.	Mandatory Items	
1	Copy of certificate of incorporation	Mandatory
2	A valid single business permit from County government.	Mandatory
3	Copy of current valid tax compliance certificate.	Mandatory
4	Duly filled, signed and stamped form of tender.	Mandatory
5	Duly signed and stamped Anti-corruption declaration & statement on the bidder's letter head indicating that the person or his or her sub-contractor, if any, is not debarred from participating in procurement proceedings.	Mandatory
6	Dully filled, signed and stamped Confidential Business Questionnaire	Mandatory
7	Bid Bond in the prescribed format of Kshs. 50,000.00	Mandatory
8	Audited accounts for the previous two years (2018,2019)	Mandatory

9	Duly signed and stamped statement in the bidder's letter head affirming that the company is not insolvent, in Receivership, bankrupt or in the process of being wound up.	Mandatory
10	MUST provide proof of accreditation by ICT Authority of Kenya.	Mandatory
11	Must provide one original and one copy of the Tender which MUST be Paginated/serialized/Numbered on each page including all the attachments.	Mandatory
12	Bid MUST be submitted in the format required by the procuring entity - all the tender documents to be TAPE/BOOK and BOUND. (Spiral Binding and use of Spring or box files will not be accepted and will lead to automatic disqualification);	Mandatory

SECTION VII - STANDARD FORMS

Notes on the Standard Forms

1. **Tender Form** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule form** – the price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** – The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form **shall be completed after contract award** and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** – This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security** – The tenderer shall provide the tender security in favor of the Privatization Commission and in the prescribed format.
6. **Performance Security Form** – The performance security form should not be completed by the tenderer at the time of tender preparation. **Only the successful tenderer** will be required to provide performance security in the form provided herein or in another form acceptable to the Privatization Commission.
7. **Litigation History Form** – This form must be completed by all participating bidders at the time of preparation of the bid.
8. **Anti-Corruption Declaration Form** - This form must be completed by all participating bidders at the time of preparation of the bid.
9. **Attachments**
 - Appendix A: Sample letter of offer

1. FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of Privatization Commission]

Gentlemen and/or Ladies:

1. Having examined the tender document including Addenda Nos.. *[insert numbers, the of which is hereby duly acknowledged, we the undersigned, offer to provide [description of services] in conformity with the said tender documents for the sum of Kshs.....*
*[total tender amount in words and figures on **annual basis**]* 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 and details of service.
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 (Privatization Commission).
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. 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.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20.....

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

2. PRICE SCHEDULE OF SERVICES

Please fill in the charges taking into account the scope of works in Section VI
(Description of Services)

ITEM NO.	DESCRIPTION OF SERVICE	MONTHLY CHARGES (KSHS.)	TOTALS FOR 12 MONTHS (KSHS.)
1.	PROVISION OF SUPPORT AND MAINTENANCE SERVICES FOR THE PRIVATIZATION COMMISSION DOMAIN SERVERS, SWITCHES AND CISCO ROUTERS AND FIREWALL.		
	SUB- TOTALS		
	16% VAT		
	TOTAL COST (KSHS.)		

Signature and Stamp of tenderer _____

Please Note:-

- In case of discrepancy between unit price and total, the unit price shall prevail.
- This form should be submitted together with the Form of Tender.
- Payment shall be on monthly basis after the services have been satisfactorily offered and on submission of certified invoices.

3.0 TENDER SECURITY FORM

Whereas (name of bidder) hereinafter called <the tenderer> has submitted its bid dated (date of submission of bid) for the provision of support and maintenance services for the Privatization Commission domain servers, switches and cisco routers and firewall (hereinafter called <the tender>.

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*Name of Commission*) (hereinafter called <the procuring entity> in the sum of (*state the amount*) 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 Form: or
2. The tender, having been notified of the acceptance of its tender by the Privatization Commission 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 tenders.

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

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

(Authorized Signatories and official stamp of the Bank)

4.0 MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender and enclosed in the technical bid submission envelope)

Name of Applicant (S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business bid at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.Location of business premises:

CountryPhysical address

TownBuilding.....

Floor.....Plot No.

Street / RoadPostal Address

Postal / Country Code.....Telephone No's.....

Fax No's.E-mail address

Website

Contact Person (Full Names)Direct / Mobile No's.....

Title Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

.....

(Applicable to Local suppliers only) Local Authority Trading License No. Expiry Date
Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**US\$/Kshs.**)

.....

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker s).....

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

.....
Nationality..... Country of Origin.....
Company Profile

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	<u>Gender</u>
1.....
2.....
3.....
4.....

Company Profile(.....

Part 2 (c) – Registered Company

Private or public

Company Profile(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	<u>Gender</u>
1.....
2.....
3.....
4.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names

Signature.....

Dated thisday of20.....

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- b)
- c)

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of.....

In the capacity of

Dated thisday of 20....

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated thisday of20....

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the Privatization Commission or any other public institution who has interest in the Firm? Yes/No (Delete as necessary) Institution

.....
(Title)

.....
(Signature)

.....
(Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....
2.....
3.....
4.....
5.....
Contact person (Full Names).....			
E-mail address.....			
Cellphone no			

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give the Privatization Commission authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names.....

Signature.....

For and on behalf of M/s

In the capacity of

Dated thisday of20.....

Suppliers' / Company's Official Rubber Stamp

.....

5. CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Privatization Commission") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the Privatization Commission 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) Description of the services to be performed
- (d) the Technical Specifications;
- (e) the General Conditions of Contract;
- (f) the Special Conditions of Contract; and
- (g) The Privatization Commission's Notification of award.
- (h) Tenderer's acceptance letter

3. In consideration of the payments to be made by the Privatization Commission to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Privatization Commission to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Privatization Commission 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 Privatization Commission)

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

in the presence of _____.

6.0 PERFORMANCE SECURITY FORM

To:

[name of the Privatization Commission]

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)

7. LITIGATION HISTORY.

Name of Contract/Supplier.....

Contractors/Suppliers should provide information on any history litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT CURRENT VALUE, KSH EQUIVALENT

Name.....Signature.....Date

Company Seal / Business Stamp

8. SELF-DECLARATION FORM / ANTI-CORRUPTION DECLARATION

We **(insert the name of the company / supplier)**-----
declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

Name.....Signature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We **(insert the name of the company / supplier)** -----
declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We **(insert the name of the company / supplier)** -----
declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

APPENDIX A: SAMPLE LETTER OF NOTIFICATION OF AWARD



M/S
P. O. Box
Nairobi

Dear Sir/Madam,

RE: PROVISION OF SUPPORT AND MAINTENANCE SERVICES FOR THE PRIVATIZATION COMMISSION DOMAIN SERVERS, SWITCHES AND CISCO ROUTERS AND FIREWALL AS SPECIFIED

Your Bid dated amounting to Kenya Shillings only for provision of support and maintenance services for the Privatization Commission domain servers, switches and cisco routers and firewall as per the schedule of requirements is hereby accepted.

The Contract Documents are in the course of preparation and you will be called to sign them after (14No.) days have elapsed from the date of this letter and upon submission of an acceptable performance security of 5% of the contract sum.

The duration of this contract will be for an initial twelve (12) months from the date of commencement renewable for another year subject to performance and the payment will be as per the Contract.

The head of ICT is hereby appointed Contract Manager in connection with your contract for the provision of the above services.

Please acknowledge your acceptance of the offer within seven (7) days from the date of this letter and communicate with the Contract Manager immediately and thereafter on all matters relating to the contract.

Yours faithfully,

EXECUTIVE DIRECTOR/CEO

.....End