Section A: Tender Notice
REFERENCE: KPC/PU/037-OT/18-19

Tender Name: Storage Capacity Upgrade of Enterprise ICT Systems

The Kenya Pipeline Company Ltd invites sealed tenders from eligible service providers to the tender for **Storage Capacity Upgrade of Enterprise ICT Systems**

1.1 in two (2) specified LOTs.

1.2 Interested eligible candidates may view and download the tender documents from the website www.kpc.co.ke at no cost. Bidders will be required to register their detailed contact information on the website and send only queries to opentender@kpc.co.ke. No other email addresses shall be used and KPC shall not be liable if bidders choose to send their queries to other email addresses.

1.3 Interested firms must ensure that they comply with the following mandatory requirements and submit copies of these documents;

   a) Provide a Certificate of Incorporation/Registration.
   b) Provide a Valid KRA Tax Compliance Certificate.
   c) Provide a valid Tender Security of KES 500,000.00
   d) Provide a Manufacturer Authorization letter for proposed product (issued out to the bidder by the product manufacturer) in regard to this tender for each LOT bided for.
      i. LOT 1: From EMC, Veritas and SUN Oracle
      ii. LOT 2: From IBM
   e) Site Visit Certificate from KPC. The site visit is scheduled for 12th March 2019 at 10.00am at KPC’s ICT Datacenter in Nairobi Terminal.
   f) A signed Declaration form.
   g) Bidders must paginate all their documents and initialize each page.

   KPC reserves the right to confirm the authenticity of all documents submitted without notice to Tenderers. Any attempt by bidders to misrepresent themselves by submitting documents that are not genuine will amount to automatic disqualification
1.4 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and shall remain valid for a period of (150) days from the closing date of the tender.

1.5 There shall be no correction of arithmetic errors. The completed price schedule shall match KPC requirements. Any amendments to the KPC price schedule shall be considered non-responsive and result in disqualification of the bid.

1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at Kenpipe Plaza, Sekondi Road, Off Nanyuki Road, Industrial Area or be addressed and posted to:

The Managing Director,
Kenya Pipeline Company Limited
P. O. Box 73442-00200
Nairobi – Kenya

So as to be received on or before 10.00am of 20th March 2019

1.7 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Kenya Pipeline Company Limited’s Kenpipe Plaza, Sekondi Road, Off Nanyuki Road, Industrial Area.

1.8 Tender documents are not transferable. Kenya Pipeline Ltd reserves the right to accept or reject any tender either in whole or in part and is not bound to give reasons thereof

GENERAL MANAGER SUPPLY CHAIN
FOR: MANAGING DIRECTOR
5.6.1 SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.

2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.
2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.4. Contents of Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers:
(i) Invitation to Tender
(ii) Instructions to Tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of requirements
(vi) Technical Specifications
(vii) Tender Form and Price Schedules
(viii) Tender Security Form
(ix) Contract Form
(x) Performance Security Form
(xi) Bank Guarantee for Advance Payment Form
(xii) Manufacturer’s Authorization Form
(xiii) Confidential Business Questionnaire Form
(xiv) Declaration form

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity’s address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the
procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 **Amendment of Tender Documents**

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

2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 **Language of Tender**

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

2.8 **Documents Comprising the Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components.

   (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
(b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

(e) Confidential Business Questionnaire

2.9 Tender Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the equipment quoted EXW (ex works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

(iii) installation charges shall also be indicated separately for each equipment

2.10.3 Prices quoted by the tender shall remain fixed during the Tender’s performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.
2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:
(a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
(b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
(c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

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

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

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
   a) a detailed description of the essential technical and performance characteristic of the equipment
   b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
   c) a clause-by-clause commentary on the Procuring Entity’s Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c ) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
2.14 Tender Security must be valid for 180 days from date of tender opening

2.14.1 The tenderer shall furnish, as part of its tender, a tender security.

2.14.2 The tender security shall be in the amount of **KES. 500,000.00**

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
   a) Cash
   b) A bank guarantee
   c) Such insurance guarantee approved by the Authority
   d) Letter of credit.

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

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

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

2.14.8 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 2.27
         1. or
      ii) to furnish performance security in accordance with paragraph 2.28
   c) If the tenderer rejects correction of an arithmetic error in the tender.
2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 150 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders
   This is a two-envelope tender

2.17.1 The tenderers shall prepare separately a technical and financial bid taking into consideration all the requirements specified in these tender documents. The technical bid shall not include any financial information.

The financial bid shall include the following information:-
a) Signed form of tender with the total bid price inclusive of taxes
b) Schedule of prices i.e. breakdown of the bid price
c) Schedule of rates
d) Schedule of day work rates.

2.17.2 Tenderers shall submit the following tender documents:

   i. Mandatory requirements envelope
   ii. One original hard copy of the technical bid marked – Technical Original
   iii. One copy of the technical bid marked – Technical copy
   iv. One original hard copy of the financial bid marked – Financial Original
   v. One copy of the financial bid marked – Financial copy.

   The tender security shall be placed in the envelope marked Mandatory requirements.

2.17.3 Each technical bid and financial bid shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancy between the original and copy of the bid, the original shall govern.

2.17.4 The tenderer shall seal the original and copy of the tender in separate, duly marked envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope. Tenders shall be submitted in two parts namely the “TECHNICAL BID” and ‘THE FINANCIAL BID”. An original and copy of each bid shall be submitted and clearly marked “ORIGINAL” and “COPY”.

The original and copy of the Technical Bid shall be placed in the first single sealed envelope clearly marked “TECHNICAL BID” and the original and copy of the Financial Bid in a second single sealed envelope clearly marked “FINANCIAL BID” and warning: “DO NOT OPEN WITH THE TECHNICAL BID.” The first envelope shall be clearly marked with the words “Tender number KPC/PU/037-OT/18-19- for Storage Capacity Upgrade of Enterprise ICT Systems”.

- “TECHNICAL BID”. The second envelope shall be clearly marked with the words “Tender number KPC/PU/037-OT/18-19 Storage Capacity Upgrade of Enterprise ICT Systems “FINANCIAL BID”. Both, envelopes, after sealing shall
be marked CONFIDENTIAL and placed inside an outer envelope. The outer envelope shall be superscripted; “to be opened by the addressee only”, with the tender number and tender closing date clearly indicated on this envelope. This outer envelope shall bear the submission address and other information indicated in the data sheet and shall be clearly marked, “DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE.”

**Note:** The mandatory documents as outlined in the instructions to Tenderers shall be submitted with the Technical Proposal in an envelope marked mandatory requirements.

Bidder without **ALL** mandatory documents will not be evaluated further.

2.17.5 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Instructions to Tenderers and bear the name and identification of the Tender stated in the said Appendix with a warning **Do not open before 20th March 2019.**

2.17.6 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.

2.17.7 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **20th March 2019.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.
2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity the Managing Director’s office.

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at 10.00am 20th March 2019 at KPC head office.

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

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

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers’ tender.

2.22 Preliminary Examination and Responsiveness

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 There shall be no correction of arithmetic errors. The completed Bills of Quantities shall match KPC requirements (BOQ). Any amendments to the KPC BOQ shall be considered non-responsive and result in disqualification of the bid.

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.24.2 The Procuring entity’s evaluation of a tender will exclude and not take into account:
   (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
   (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

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

2.24.4 The Procuring entity’s evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:
   (a) delivery and installation schedule offered in the tender;
   (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
   (c) the cost of components, mandatory spare parts and service;
   (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;
2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

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

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

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

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

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

2.25 **Contacting the Procuring Entity**

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer’s tender.
2.26 Award of Contract

(a) Post-Qualification

2.26.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) Award Criteria

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.26.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity’s action.

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

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

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

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneously with the notification of the award, other tenderers shall be notified that their tenders have not been successful.

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
2.28.2 The successful tenderer shall sign and date the contract and return it to the Procuring entity after 14 days from the date of notification of award.

2.28.3 The parties to the contract shall have it signed within 30 days (but in any event not before expiry of 14 days) from the date of notification of contract award unless there is an administrative review request.

2.29 **Performance Security**

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

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity shall award the Candidate with the second highest score or call for new tenders.

2.30 **Corrupt or Fraudulent Practices**

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

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

3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.
APPENDIX TO INSTRUCTIONS TO TENDERERS

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

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.14.1</td>
<td>KES. 500,000.00 valid for 180 DAYS from date of tender opening</td>
</tr>
<tr>
<td>2.18.1</td>
<td>10.00am 20th March 2019.</td>
</tr>
<tr>
<td>2.20.1</td>
<td>As in 2.18.1 above</td>
</tr>
<tr>
<td>2.29.1</td>
<td>Performance security shall be 10% of the contract sum valid until issue of a certificate of completion.</td>
</tr>
</tbody>
</table>
SECTION III – GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated: -
(a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
(b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
(c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
(d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
(e) “The Tenderer’ means the individual or firm supplying the Goods under this Contract.
(f) The Works” are Storage Capacity Upgrade of Enterprise ICT Systems.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.
3.4 **Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 **Use of Contract Documents and Information**

3.5.1 The Candidate shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity.

3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity’s country.

3.7 **Performance Security**

3.7.1 Within thirty (30 days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.
3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of
   a) Cash
   b) Bank guarantee
   c) Such insurance guarantee approved by the Authority
   d) Letter of credit

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not late than thirty (30) days following the date of completion of the Tenderer’s performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection, Tests and Acceptance**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes. This includes a visit to the factory where the main equipment for the solution are manufactured.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

3.8.4 The Procuring entity’s right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8.6 KPC’s representative(s) will carry out inspection for every milestone that the contractor notifies KPC as complete and will sign off the same for payments to the contractor. If deficiencies exist, KPC will notify the contractor in writing of the deficiency who shall remedy the same at no charge to KPC and notify KPC for a re-inspection.

3.9 Packing

3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

3.11 Insurance

3.11.1 The equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.
3.13 Prices

3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months) and shall not be considered before expiration of 12 months from the date of the contract.

3.13.3 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

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

3.14 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity’s prior written consent.

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

3.16 Termination for Default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:
   (a) if the tenderer fails to deliver any or all of the equipment within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity
   (b) if the tenderer fails to perform any other obligation(s) under the Contract.
(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17. Termination for convenience

3.17.1 Kenya Pipeline Co. Ltd 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 Kenya Pipeline Co. Ltd convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.17.2 For the remaining part of the contract after termination the Kenya Pipeline Co. Ltd may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.18. Liquidated Damages

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

3.19. Resolution of Disputes

3.19.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.19.2 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 at the High Court of Kenya.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

3.21.1 The Tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party’s address specified.

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

3.23 Non-Disclosure and Confidentiality

3.23.1 The Consultant, his sub-Consultant[s] and the personnel of either of them shall not, either during the term of this Contract or after the expiration of the Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client’s business, data or operations without the prior written consent of the Client.

3.24 Contract Period & Commencement

3.24.1 The contract commencement date shall be agreed upon by both parties during the kick off meeting.

3.24.2 The Contract Period is twelve (12) months from the commencement date.
SPECIAL IV – SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract as relates to the GCC

<table>
<thead>
<tr>
<th>REFERENCE OF GCC</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.7.1</td>
<td>The performance security shall be 10% of the contract sum.</td>
</tr>
</tbody>
</table>
| 3.12.1          | The terms of payment shall be as follows; LOT 1.  
1. 50% of the contract sum shall be paid upon delivery and acceptance of equipment.  
2. 50% of the contract sum shall be paid upon successful installation, testing and commissioning.  
LOT 2  
1. 50% of the contract sum shall be paid upon delivery and acceptance of equipment.  
2. 50% of the contract sum shall be paid upon successful installation, testing and commissioning.  
A retention fee of 10% for each of the above milestones payments shall be released ninety (90) days after |
Commissioning and acceptance of the solution. **NB:** This applies to each of the above two (2) LOTs.

| 3.18.1 | Disputes shall be referred to the High Court of Kenya. |
SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

5.1 The requirements for this tender is divided into two (2) LOTs as specified in the table below.

<table>
<thead>
<tr>
<th>LOT No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, Installation and Commissioning of NetBackup Appliance &amp; Storage Array and EMC SAS Disk Storage Array(s) for existing EMC VNX 5800 Storage Area Network.</td>
</tr>
<tr>
<td>2</td>
<td>Supply, Installation and Commissioning of internal SAS Disk Storage for two (2) IBM Power 8 Servers</td>
</tr>
</tbody>
</table>

Bidders shall use the format below and shall not amend the schedule of requirements herein. Total bid price for proposals for each LOT shall then be carried forward to the form of tender.

5.2 Price Schedule/Bill of Quantities

i. Price Schedule/Bill of Quantities for LOT 1

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Price (USD)</th>
<th>Total Price (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NetBackup 5240 Appliance with Disk Expansion Unit(s) storage of usable capacity of 152 TB</td>
<td>No.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>LTO 7 Tape Drive</td>
<td>No.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SUN Oracle SL150 Tape Library Expansion Unit with two (2) LTO 7 Tape Drives</td>
<td>No.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bar code Labeled LTO 7 Data Cartridges. (range KPC200 - KPC300)</td>
<td>No.fat</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Fireproof Data Cartridge Storage Safe</td>
<td>No.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>SAS Disk Storage Array(s) of usable capacity of 50 TB for EMC Storage Area Network in Primary Datacenter</td>
<td>LOT</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Labour &amp; Implementation Costs</td>
<td>LOT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Any Other Item(s) Required to Complete Works (Attach list)</td>
<td>LOT</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ii. Price Schedule\Bill of Quantities for LOT 2

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Price (USD)</th>
<th>Total Price (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ESD3 1.2TB 10K RPM SAS -2 Disk Drive Storage for IBM Power 880 Server</td>
<td>No.</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>300GB 15k RPM SAS SFF-2 Disk Drive Storage for IBM Power 870 Server</td>
<td>No.</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PCIe Dual-x4 SAS Adapter for IBM Power 870 Server</td>
<td>No.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>600GB 15K 12Gbps SAS 2.5&quot; G3HS 512e HDD Part No. 00NA231</td>
<td>No.</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Labour &amp; Implementation Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Any Other Item(s) Required to Complete Works (Attach list)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Sub Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>All Applicable Taxes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total (Carried forward to Form of Tender)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Authorized Official: 

Name

Signature

Date
SECTION VI – TECHNICAL SPECIFICATIONS

6.1 Overview

KPC wishes to upgrade Disk Storage capacity for Enterprise ICT equipment to meet backup requirements and enhance system performance and availability. This section details the minimum specifications for the solution components such as the equipment, accessories and attendant configurations.

6.2 Objectives:

The Key objectives of this tender are to:

6.2.1 Upgrade the Disk Storage Capacity of the EMC Enterprise Storage Area Network.

6.2.2 Upgrade the Disk Storage Capacity of KPC’s backup solution that consists of two (2) Veritas NetBackup Appliances and an Oracle SL150 Tape Library.

6.2.3 Increase throughput of the existing KPC’s backup solution to address growing business needs.

6.2.4 Upgrade the internal Disk Storage capacity of two (2) IBM Power 8 Servers.

6.3 Current Setup

KPC has a Primary and a remote Disaster Recovery Data Center that hosts enterprise ICT Servers that runs critical information systems (Email, SAP products including ERP with Oil & Gas Industry Solution, SAP SRM for E-Procurement, CCTV and Access Control systems etc.)

The Backup infrastructure consists of two (2) Veritas NetBackup Appliances and one (1) SUN Oracle SL150 Tape library whereas the Storage Area Network (SAN) is built from DELL EMC VNX 5800 and Brocade SAN products.

Note:
6.3.1. At present the NetBackup Appliance in the primary datacenter is configured as a media and master server.

6.3.2. Backup images from the NetBackup Appliance in the Primary Datacenter are replicated and synced via a telecommunications link to the NetBackup Appliance in the Disaster Recovery Datacenter.

Physical distribution of the Enterprise ICT equipment in the two Data Centers is as in the below schedule

<table>
<thead>
<tr>
<th>Item</th>
<th>Type</th>
<th>Physical Location of Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>Primary Data Center</strong></td>
</tr>
</tbody>
</table>
| 1    | Servers                       | 1. One (1) Power 880 Server  
|      |                               | 2. One (1) Power 870 Server  
|      |                               | 3. Two (2) Power 770 Servers  
|      |                               | 4. Two (2) Power 750 Servers  
|      |                               | 5. One (1) Power  
|      |                               | 6. CISCO UCS Server                                                                 |
| 2    | Backup Equipment              | 1. One (1) Veritas NetBackup 5230 Appliance. Total usable disk capacity is 77 TB  
|      |                               | 2. One (1) Oracle SL150 Tape Library with  
|      |                               | i. Two (2) LTO5 drives  
|      |                               | ii. Five (5) LTO6 drives                                                                 |
| 3    | Storage Area Network         | 1. One (1) DELL EMC VNX 5800 Storage with SSD, SAS & SATA disks arrays (total usable capacity of 70TB) |
|      |                               | 1. One (1) DELL EMC VNX 5800 Storage with SAS & SATA disk array (total usable capacity of 30TB) |

6.4 Required Setup

At the completion of this project KPC seeks to meet the following requirements;
6.4.1. **Required Setup for LOT 1:**

(a) Upgrade disk storage capacity of the existing EMC VNX 5800 storage Area Network hardware in the Primary Datacenter by installation\activation of SAS disk arrays of usable capacity of 40 TB.

(b) Enhance backup performance by physical separation of media and master servers for the NetBackup Solution in the Primary Datacenter.

   i. The Veritas NetBackup Appliance 5240 (to be acquired by this tender) to be configured as a Master Server for the backup solution.

   ii. The existing Veritas NetBackup Appliance 5230 to be configured as a Media Server for the backup solution.

(c) Upgrade the disk storage capacity of the existing KPC’s backup solution with an additional of 152 TB usable storage through installation\activation of new NetBackup disk storage expansion unit (of the Veritas NetBackup Appliance 5240 to be acquired in this tender).

(d) Configure Veritas Enterprise Vault to store “dormant” data held on: -

   i. Microsoft SharePoint servers.

   ii. One (1) File Server hosting end users shared folders in a central archive and enable end users to retrieve selected items easily whenever required.

(e) Deploy Veritas Enterprise Vault agent(s) and configure a new Backup Policy to protect the Enterprise Vault configuration information and the data that Enterprise Vault has archived.

(f) Provision disk space for NetBackup’s Desktop & Laptop option and configure backup for the same and push the DLO agent(s) to selected number of end user computers.

(g) Deploy NetBackup ZMANDA agent(s) to servers hosting Postgre and MySQL databases and create policies to backup up the same on existing two (2) databases.
(h) Configure and commission SAN Client backup for ten (10) NetBackup clients servers including but not limited to the Veritas Enterprise Vault host(s) in (d) and (e) above.

(i) Install and commission a new LTO 7 Tape Drive and a new Tape Library Expansion unit (with two (2) LTO 7 drives). The end result should be such that the SUN Oracle SL150 Tape Library will have an assortment of ten (10) Tape Drives as below:

i. Two (2) LTO 5 Tape Drives
ii. Five (5) LTO6 Tape Drives
iii. Three (3) LTO7 Tape Drives
6.4.2. Required Setup for LOT 2:

(a) Upgrade internal disk storage capacity of one (1) IBM Power 870 and one IBM (1) 880 Servers by installing sixteen (16) internal SAS disk storage drives on each of the servers.

(b) Migrate Operating Systems of several IBM LPARs from LUNs provisioned from EMC Storage Area Network to the newly configured boot disks (to be acquired with this tender).

(c) Install and configure an additional VIO Server in the IBM Power 870 server.

(d) Migrate all LPARs from one (1) Power 770 server to the Power 870 server and relocate the Power 770 server to DR Datacenter.

6.5 KPC Minimum Specifications

The Specifications listed here act only as a guide to tenderers. KPC expects each bidder to design a technically sound proposal that will meet its requirements. Detailed specifications, product bulletins, diagrams of both physical and logical connectivity MUST be attached to the proposals.
KPC’s Technical Specifications For LOT 1:

**Table 6.5.1 - EMC SAS Disk Array Enclosures**

<table>
<thead>
<tr>
<th>item</th>
<th>KPC’s Minimum Requirements</th>
<th>Proposed Solution. (Attach Product Bulletin)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make\Model</td>
<td>EMC</td>
<td></td>
</tr>
<tr>
<td>Device Type</td>
<td>Storage Enclosure with SAS Disks</td>
<td></td>
</tr>
<tr>
<td>Enclosure Type</td>
<td>2U Rack mountable</td>
<td></td>
</tr>
<tr>
<td>No. of Disks in Enclosure</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Disks form factor</td>
<td>2.5”</td>
<td></td>
</tr>
<tr>
<td>Total Usable Capacity of Disk Storage Required by KPC</td>
<td>Fifty (50) TB. The Bidder MUST provide calculations of the number of Disk Storage Array(s) Enclosures required to build a total of fifty (50) TB usable capacity</td>
<td></td>
</tr>
<tr>
<td>Supported Drives</td>
<td>SAS-2</td>
<td></td>
</tr>
</tbody>
</table>

**Table 6.5.2 - Veritas NetBackup 5240 Backup Appliance**

<table>
<thead>
<tr>
<th>item</th>
<th>KPC’s Minimum Requirements</th>
<th>Proposed Solution. (Attach Product Bulletin)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make\Model</td>
<td>Veritas</td>
<td></td>
</tr>
<tr>
<td>Processor</td>
<td>Two (2) Intel Xenon E5-2630 v3 2.40GHz processors</td>
<td></td>
</tr>
<tr>
<td>item</td>
<td>KPC’s Minimum Requirements</td>
<td>Proposed Solution. (Attach Product Bulletin)</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------------------------------------------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>Make\Model</td>
<td>Veritas</td>
<td></td>
</tr>
<tr>
<td>Rack Units of per Disk</td>
<td>2U</td>
<td></td>
</tr>
<tr>
<td>Storage Array</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hot Swappable Components</td>
<td>Disk drives, power cooling modules, and I/O modules (Storage Bay Bridge (SBB) 2.1)</td>
<td></td>
</tr>
</tbody>
</table>

**Table 6.5.3 - NetBackup 5240 Storage Disk Array specifications**
<table>
<thead>
<tr>
<th><strong>Total storage capacity (TB)</strong></th>
<th>152</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Device types supported</strong></td>
<td>Dual ported 12Gb/s SAS drives</td>
</tr>
<tr>
<td><strong>Maximum drives per enclosure</strong></td>
<td>Twelve (12)</td>
</tr>
</tbody>
</table>
| **Dimensions**                | Height: 88.9mm (3.5") (approximately 2U)  
                               | Width: 483mm (19") ICE rack compliant  
                               | Depth: 630mm (24.8") |
| **Device Types Supported**    | Dual ported 12Gb/s SAS drives |
| **Maximum weight (fully Populated)** | 28kg |
| **Warranty**                  | One (1) year (software and parts) |

**Table 6.5.4 - Storage for Data Cartridges**

<table>
<thead>
<tr>
<th>Safe for Storage of Data Cartridges</th>
</tr>
</thead>
</table>
| **item**                            | **KPC’s Minimum Requirements** | **Proposed Solution.**  
(Attach Product Bulletin) |
<p>| Data Protection Features            | Fireproof. Protection against fire, water, magnetic interference, dust, and humidity. Must withstand two hours of fire at temperatures exceeding 1,850°F, as well as water from sprinklers and fire hoses |  |
| Doors                               | Dual external and internal    |  |</p>
<table>
<thead>
<tr>
<th>doors with water proof Seals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Locks</td>
</tr>
<tr>
<td>Construction Material</td>
</tr>
<tr>
<td>Volume</td>
</tr>
<tr>
<td>Dimensions</td>
</tr>
<tr>
<td>Weight</td>
</tr>
</tbody>
</table>

**KPC’s Technical Specifications For LOT 2:**

*Table 6.5.5 - SAS Internal Disk Storage for IBM Power 870 Server*

<table>
<thead>
<tr>
<th>item</th>
<th>KPC’s Minimum Requirements</th>
<th>Proposed Solution. (Attach Product Bulletin)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feature Code</td>
<td>1953</td>
<td></td>
</tr>
<tr>
<td>Type</td>
<td>SAS</td>
<td></td>
</tr>
<tr>
<td>CCIN</td>
<td>19B1</td>
<td></td>
</tr>
<tr>
<td>RPMs</td>
<td>15K</td>
<td></td>
</tr>
<tr>
<td>Base sector size</td>
<td>512</td>
<td></td>
</tr>
<tr>
<td>Form Factor</td>
<td>SSF-2</td>
<td></td>
</tr>
<tr>
<td>Maximum interface speed (MB/s)</td>
<td>600</td>
<td></td>
</tr>
<tr>
<td>Functionally Equivalent Features</td>
<td>1948</td>
<td></td>
</tr>
</tbody>
</table>
### Table 6.5.6 SAS - Internal Disk Storage for IBM Power 880 Server

<table>
<thead>
<tr>
<th>item</th>
<th>KPC’s Minimum Requirements</th>
<th>Proposed Solution. (Attach Product Bulletin)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feature Code</td>
<td>ESD3</td>
<td></td>
</tr>
<tr>
<td>Type</td>
<td>SAS</td>
<td></td>
</tr>
<tr>
<td>CCIN</td>
<td>59CD</td>
<td></td>
</tr>
<tr>
<td>RPMs</td>
<td>10K</td>
<td></td>
</tr>
<tr>
<td>Base sector size</td>
<td>512</td>
<td></td>
</tr>
<tr>
<td>Form Factor</td>
<td>SSF-2</td>
<td></td>
</tr>
<tr>
<td>Maximum interface speed (MB/s)</td>
<td>600</td>
<td></td>
</tr>
<tr>
<td>Functionally Equivalent Features</td>
<td>ESD2</td>
<td></td>
</tr>
</tbody>
</table>
6.6 Evaluation Criteria

Tenderers who shall not meet the stated mandatory requirements shall be disqualified and their responses will not be evaluated. All bidders MUST undertake site visits.

The schedule below lists the items that shall be considered during mandatory and technical evaluation.

6.6.1. Evaluation Criteria for LOT 1 - Supply, Installation and Commissioning of Backup Appliance Storage and SAS Disk Storage Array(s) for existing EMC VNX 5800 Storage Are Network.

<table>
<thead>
<tr>
<th>Evaluation Criteria for LOT 1</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Feature</td>
</tr>
<tr>
<td>1. Manufacturer Authorization for all Proposed Products (Veritas NetBackup) issued out to the bidder by the product manufacturer in regard to this tender.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2. Other Mandatory Requirements as per Invitation to Tender</td>
<td>Mandatory</td>
</tr>
<tr>
<td>3. A duly signed and stamped Site Visit Certificate from KPC’s Datacenter</td>
<td>Mandatory</td>
</tr>
<tr>
<td>4. Bill of Materials Completeness (Bidders must include and cost separately any and all items required to implement their proposed solution that are not expressly listed by KPC in this tender document)</td>
<td>Mandatory</td>
</tr>
<tr>
<td>5. Product shall have a minimum Manufacturers Support for Six (6) years. NOT near end of life</td>
<td>Mandatory</td>
</tr>
<tr>
<td>6. Ranking within Veritas Partner channel. Gold - 15 marks Silver - 10 marks Registered – 0 marks</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Score</td>
</tr>
<tr>
<td>---</td>
<td>---------</td>
</tr>
<tr>
<td>7</td>
<td>16</td>
</tr>
<tr>
<td>8</td>
<td>12</td>
</tr>
<tr>
<td>9</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>11</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Technical Score</td>
</tr>
</tbody>
</table>
6.6.2. Evaluation Criteria for LOT 2 - Supply, Installation and Activation of internal SAS Disk Storage for two (2) IBM Power 8 Servers.

<table>
<thead>
<tr>
<th>No.</th>
<th>Feature</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Manufacturer Authorization for all Proposed Products (IBM Power Series Servers) issued out to the bidder by the product manufacturer in regard to this tender.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2.</td>
<td>Other Mandatory Requirements as per Invitation to Tender</td>
<td>Mandatory</td>
</tr>
<tr>
<td>3.</td>
<td>A duly signed and stamped Site Visit Certificate from KPC’s Datacenter</td>
<td>Mandatory</td>
</tr>
<tr>
<td>4.</td>
<td>Bill of Materials Completeness (Bidders must include and cost separately any and all items required to implement their proposed solution that are not expressly listed by KPC in this tender document)</td>
<td>Mandatory</td>
</tr>
</tbody>
</table>
| 5.  | Minimum **Platinum** Level of Partnership status with IBM.  
   *(15 marks for highest level partnership, 5 marks for second level partnership, 0 marks for lower partnership levels)* | 15            |
| 6.  | The technical team lead MUST have a minimum of five (5) years’ experience offering technical support to IBM Power Series Enterprise Servers running UNIX AIX operating systems. At least two (2) other members of the team must have similar experience of at least three (3) years each. Provide proof.  
   *12 marks for team lead & 6 marks for each member* | 24            |
| 7.  | The tenderer MUST have supplied, installed & commissioned **IBM Power Series Enterprise Servers running UNIX AIX** in at least five (5) firms of comparable size to KPC.  
   *Provide* | 25            |
<table>
<thead>
<tr>
<th></th>
<th>LPO/Letter of Awards/Contracts.</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 marks each</td>
<td>At least three (3) members of the technical team must possess IBM Certified Systems Expert/ Administrator for AIX\Linux. Provide relevant verifiable documentation.</td>
</tr>
<tr>
<td>8.</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>At least three (3) members of the technical team must possess IBM Certified Systems Specialist for Power Systems Technical Support for AIX\Linux. Provide relevant verifiable documentation.</td>
</tr>
<tr>
<td>9.</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>Total Technical Score</td>
</tr>
<tr>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

6.6.3. Notes:

(a) For both LOT 1 and LOT 2 the pass mark for Technical Score shall be 80%. All bidders who do not attain this minimum shall be disqualified from further evaluation.

(b) Tenderers not fully meeting KPC’s requirements in the mandatory and technical evaluation will NOT be considered for financial evaluation.

(c) Use the standard forms in Section VII to provide documentary evidence. Note however, KPC shall verify the authenticity of the documented claims.

(d) KPC will conduct a due diligence to ascertain authenticity of the submitted documents. Underquoting will lead to automatic disqualification.
SECTION VII - STANDARD FORMS

7.1 FORM OF TENDER

Date __________
Tender No. __________

To: ________________________________

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

4. We agree to abide by this Tender for a period of 150 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this ____________ day of ____________ 20 ______

__________________________  [in the capacity of]
[signature]  
Duly authorized to sign tender for an on behalf 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.

Part 1 – General:

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Location of business premises</th>
<th>Plot No.</th>
<th>Street/Road</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Postal Address</th>
<th>Tel No.</th>
<th>Fax</th>
<th>E mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nature of Business</th>
<th>Registration Certificate No.</th>
<th>Maximum value of business which you can handle at any one time – KES.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of your bankers</th>
<th>Branch</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nationality</th>
<th>Country of origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Citizenship details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 50 of 59
<table>
<thead>
<tr>
<th>Shares</th>
<th>1.</th>
<th>………………………………………………………………………………………………………</th>
<th>………………………………………</th>
<th>2.</th>
<th>………………………………………………………………………………………………………</th>
<th>………………………………………</th>
<th>3.</th>
<th>………………………………………………………………………………………………………</th>
<th>………………………………………</th>
<th>4.</th>
<th>………………………………………………………………………………………………………</th>
<th>………………………………………</th>
</tr>
</thead>
</table>

**Part 2 (c) – Registered Company**

Private or Public

……………………………………………………………………………………………………………………………………………………………

…………………..

State the nominal and issued capital of company-

- Nominal KES. ………………………………………
- Issued KES. ………………………………………

Given details of all directors as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shares</td>
<td>1.</td>
<td>………………………………………………………………………………………………………</td>
</tr>
</tbody>
</table>

Date ………………………………………………………….. Seal/Signature of Candidate

………………………………..
7.3 TENDER SECURITY FORM

Whereas …………………………………………………………….[name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ………….. [date of submission of tender] for the supply, installation and commissioning of …………………………………..[name and/or description of the equipment] (hereinafter called “the Tender” …………………………………………….. KNOW ALL PEOPLE by these presents that WE ……………………………………….. of ……………………………………………. having our registered office at ………………… (hereinafter called “the Bank”), are bound unto …………….. [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of ………………………………….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ___________ day of ______________ 20 ____________.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

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

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

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

_____________________________________________________
[signature of the bank]
(Amend accordingly if provided by Insurance Company)
7.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
   (a) the Tender Form and the Price Schedule submitted by the tenderer
   (b) the Schedule of Requirements
   (c ) the Technical Specifications
   (d) the General Conditions of Contract
   (e) the Special Conditions of contract; and
   (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by ________ the ____________ (for the Procuring entity)

Signed, sealed, delivered by ________ the ____________ (for the tenderer in the presence of ________________

7.5 PERFORMANCE SECURITY FORM

To ……………………………………………
[name of Procuring entity]

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

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

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

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

This guarantee is valid until issue of a certificate of completion.
Signed and seal of the Guarantors

\[\text{name of bank or financial institution}\]

\[\text{address}\]

\[\text{date}\]

(Amend accordingly if provided by Insurance Company)
7.6 MANUFACTURER’S AUTHORIZATION FORM

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

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

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

________________________________________
[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.
7.7 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
7.8 DECLARATION FORM

To: ___________________________________________  Date: ____________________________

The Managing Director,
Kenya Pipeline Company Ltd,
KenPipe Plaza
Sekondi Rd, off Nanyuki Rd, Industrial Area
P. O. Box 73442–00200
Nairobi, Kenya.

The tenderer i.e. (name and address)

……………………………………………………………………………………………………………………………………

……………………………………………………………………………………………………………………………………

……………………………………………………………………………………………………………………………………

declare the following:

1. Has not been debarred from participating in public procurement.

2. Has not been convicted or involved in and will not be involved in corrupt and fraudulent practices.

3. Has not been insolvent, in receivership, bankrupt or is not in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

4. Is not guilty of any serious violation of fair employment Laws and practices.

……………………………………………………………………………………………………………………………………

Name  Signature  Date

(To be signed by authorized representative and officially stamped)
7.9 **SITE VISIT CERTIFICATE.**

The tenderer shall furnish pre–tender site visit certificates for all relevant KPC sites to show that he has visited the site of the works duly signed by the Employer’s Representative.

This is to certify that I, ........................................................................................................

(Name of Tenderer or Representative)

of the firm of .................................................................................................................

in the presence of ..........................................................................................................

(Name of Employer’s Representative conducting the visit)

visited ................. in connection with the tender to **Disk Storage Capacity Upgrade of Enterprise ICT Systems** as specified in the said tender document.

Having previously studied the Tender Documents and carefully examined the site I have made myself familiar with all the local conditions likely to influence the works and cost thereof.

I further certify that I am satisfied with the description of the work on the explanations given by the said Representative of the Employer and that I understand perfectly the work to be done as specified and implied in the execution of the Contract.

Signed ..........................................................................................................................

(Tenderer's Representative)

Witness ......................................................................................................................

(Signature of the Employer's Representative conducting the visit)

Date ..........................................................................................................................