



TENDER DOCUMENT FOR PROCUREMENT OF GOODS

**PROVISION OF OFFSITE BACKUP SOLUTION
(SUPPLY, INSTALLATION AND COMMISSIONING)
TSC/T/035/2017-2018**

Teachers Service Commission
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SECTION I

INVITATION TO TENDER

TENDER REF No. TSC/T/035/2017-2018

TENDER NAME: PROVISION OF OFFSITE BACKUP SOLUTION (SUPPLY, INSTALLATION AND COMMISSIONING)

- 1.0 The Teachers Service Commission invites sealed bids from specific candidates for the supply, Delivery, Installation and Commissioning of **Provision of Offsite backup solution (Supply, Installation And Commissioning)**
- 1.1 Interested eligible candidates may obtain further information and inspect the tender documents from **Supply Chain Management Section, 2nd Floor Podium Wing, Teachers Service Commission House, Kilimanjaro Road Upper Hill** during normal office working hours
- 1.2 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1, 000.00** in cash or bankers cheque payable to **The Secretary, Teachers Service Commission**. The Tender documents may also be downloaded from TSC website (www.tsc.go.ke) or Kenya supplier portal (www.ifmis.go.ke). Tender documents downloaded from the website are free of charge
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- (a) 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 at **TSC House Podium Wing, Main Reception Ground Floor** or be addressed to **The Secretary, Teachers Service Commission, P.O Box -00100, Nairobi** so as to be received on or before **29th November, 2017 at 11.00 a.m.**
- 1.4 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **Teachers Service Commission House, 3rd Floor Podium Wing**.

NANCY NJERI MACHARIA
COMMISSION SECRETARY

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to restricted tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The TSC employees, committee members, board members and their relative (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 TSC 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 shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied 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 goods are mined, grown, or 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 goods is distinct from the nationality of the tenderer.

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 TSC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed **Kshs.1,000/=**
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The 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

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 Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The TSC 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 TSC. Written copies of the TSC 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 TSC 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 Documents

2.6.1 At any time prior to the deadline for submission of tenders, the TSC, 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 amendment.

2.6.2 All prospective candidates that have received 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 TSC, 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 TSC, 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 of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (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 2.1 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 2.2 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

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, 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 and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the TSC.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the TSC's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the TSC's satisfaction;

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

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to 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 goods which the tenderer proposes to supply under the contract

- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a 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 goods 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 goods;
 - (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 goods for a period of two (2) years, following commencement of the use of the goods by the TSC; and
 - (c) a clause-by-clause commentary on the TSC'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 documentary evidence 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 TSC 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 TSC's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the TSC 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 bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 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 TSC.
- 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 TSC 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
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the TSC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the TSC 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. 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

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) Be addressed to the TSC at the address given in the Invitation to Tender:
- (b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **29th, November 2017 at 11:00am**

2.17.3 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".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the TSC will assume no responsibility for the tender's misplacement or premature opening.

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 no later than **29th November 2017 at 11:00am**

2.18.2 The TSC 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

2.19 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 TSC 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

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

2.19.6 The TSC 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.

2.20 Opening of Tenders

2.20.1 The TSC will open all tenders in the presence of tenderers' representatives who choose to attend, at **29th November 2017 at 11:00am** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a 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 TSC, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The TSC 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 TSC in the TSC's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The TSC 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 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The TSC 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 TSC 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 TSC'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 these currencies to Kenya Shillings using the selling exchange rate or the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The TSC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 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 Preference

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

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the TSC on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the TSC in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the TSC 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.

2.27.2 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 TSC deems necessary and appropriate.

2.27.3 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 TSC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The TSC 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.

(c) TSC's Right to Vary quantities

2.27.5 The TSC reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) TSC's Right to Accept or Reject Any or All Tenders

2.27.6 The TSC 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 TSC's action

2.28 Notification of Award

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the TSC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the TSC notifies the successful tenderer that its tender has been accepted, the TSC will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the TSC.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the TSC, 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 TSC.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the TSC may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The TSC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the TSC of the benefits of free and open competition;

2.31.2 The TSC 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.

2.31.3 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

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - i. The information that specifies and complements provisions of Section II to be incorporated
 - ii. Amendments and/or supplements if any, to provisions of
 - iii. Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The firm must be Authorized Service provider/business partner for the product they wish to supply and deliver
2.7.1	The language to be used in all correspondence and documents related to the bids should be in English. Unless explicitly specified in the tender document, any printed literature provided by the tenderers in another language must be accompanied by an accurate English translation of the relevant passage.
2.10.2	Prices quoted on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises
2.10.3	Prices quoted shall be fixed during the tender's performance of the contract and not subject to variation on any account.
2.11.1	Prices shall be quoted in Kenya Shillings
2.14.1	A tender security in the form of a Bank Guarantee is required. The amount of Tender security required is 2% of the contract price
2.15.1	Tender Validity shall be a period of 120 days from the date of opening
2.17.1	The tenderer shall submit the original and copy of the tender in separate envelopes duly marked "Original" and "Copy". The envelopes shall be sealed in an outer envelope.
2.17.2	The inner and outer envelopes shall be address to The Secretary, Teachers Service Commission, P.O Private Bag-00100, Nairobi bearing the tender number and name

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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 Teachers Service Commission the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the TSC for the procurement installation and commissioning of equipment

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.

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 tenderer shall not, without the TSC'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 TSC 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 TSC'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 TSC and shall be returned (all copies) to the TSC on completion of the Tenderer's performance under the Contract if so required by the TSC.

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the TSC 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 TSC'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 TSC the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the TSC 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 TSC and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the TSC, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the TSC and returned to the Candidate not later 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 and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the TSC 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 TSC.
- 3.8.4 The TSC's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the TSC 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.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods 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 requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by TSC in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods 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 TSC as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services 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)

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

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

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the TSC's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the TSC 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 TSC 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 goods within the period(s) specified in the Contract, or within any extension thereof granted by the TSC

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the TSC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the TSC 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 TSC for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods 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.

3.18 Resolution of Disputes

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

3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 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.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. 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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1 Performance security	Performance security required will be 2% of the contract value. Must be in form of bank guarantee valid in Kenya.
3.12.1 Terms of payment	Payment shall be made after full delivery and installation of displays as prescribed in the contract.
3.13.1 Prices	The prices offered shall be fixed for the period stated in the Tender Invitation.
3.18.1 Resolution of disputes	In case of a dispute between the TSC and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General Introduction

TSC is in the process of implementing a Business continuity strategy, as part of this plan TSC needs to implement a robust solution to enable Disaster Recovery.

To achieve this TSC will require replication of data from its primary site to disaster recovery site and a backup solution.

The general scope of contract includes supply, delivery, installation, training and commissioning, performance testing, operation at least for a month and handing over to TSC a Disaster recovery and Offsite Backup Solution.

Scope of work shall include:

- Supply and delivery of Primary and DR site Infrastructure
- Confirmation of supplied licenses with the OEM
- Racking of the delivered infrastructure
- Initialization and configuration of the infrastructure as per TSC requirements
- Migration of current applications
- Test and commissioning of the solution

Terms of Reference

- The installations shall be carried out by the tenderer's offered price.
- The tenderer should have a MAF
- The solution should come with 3 years OEM warranty for software and hardware
- The tenderer shall supply and install all the required infrastructure required for proper operation of a Disaster Recovery Solution. The complete Disaster Recovery Solution shall be warranted by the tenderer against any manufacturing/design/installation defects for minimum period of 3 (Three) years from the date of installation.
- Rectification of all defects developed during warranty period shall have to be done by the Tenderer promptly, at most within 7 (seven) days from the date of receipt of complaint.

TESTING AND COMMISSIONING

1. Complete commissioning of the Offsite Backup Solution function tests, and trial Service of the Offsite Backup Solution.
2. All installations and equipment will be inspected and their functionality will be Tested.
3. All components, electrical works and civil works will be visually checked for Compliance with the technical specification, Guidelines/Manuals of delivered Equipment, build plans, state of the art engineering works.
4. Commissioning tests will be carried out to demonstrate that the Offsite Backup Solution Is operated according to the technical specifications and under all available operating Conditions.
5. The contractor will sign a FINAL ACCEPTANCE certificate.

RECOMMENDED MINIMUM REQUIREMENTS FOR THE PROVISION OF DISASTER RECOVERY SOLUTION

These specifications describe the requirements for goods. Tenderer are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement. A yes or no answer shall not be considered satisfactory, a detailed explanation with cross references from OEM data sheets, website and screenshots are required.

All the specifications of the solution to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail, in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) OEM product support and support level confirmation should be provided and the process clearly illustrated.

EVALUATION CRITERIA

(i). PRELIMINARY REQUIREMENTS -(MANDATORY)

S/No.	Documents to be Submitted	Yes/No
1	Copy of valid Certificate of Registration/Incorporation	
2	Copy of valid PIN/VAT certificate	
3	Copy of valid Tax Compliance Certificate	
4	The firm must have a physical address and administrative office (Attach copy of lease agreement from landlord)	
5	Duly filled and signed Form of tender in the format provided	
6	Duly filled Confidential Business Questionnaire in the format provided	
7	Duly filled Price Schedule in the format provided	
8	Duly filled and signed Site visit form by the appointed TSC representative.	
9	A copy of Valid Business Permit	
10	A Declaration Statement of no-n engagement in any corrupt or fraudulent practice, must be filled and signed.	
11	A declaration of a non-debarment from participating in procurement proceedings. Must be filled and signed.	
12	Must have the relevant manufacturer's authorization letters	

(iii) Preliminary evaluation- (Stage 2 minimum requirements)

TECHNICAL REQUIREMENTS FOR HYPERCONVERGED INFRASTRUCTURE (QUANTITY 2)

Explain How Your Proposed Solution Meets the Following Requirements:

ITEM	Mandatory Requirements	Compliant (Y/N)	Detailed explanation with cross-reference/evidence
Hyper-Converged Infrastructure Specifications			
1	The Hyperconverged Solution Vendor must be located in the Leader’s Quadrant of Gartner Magic Quadrant for integrated Systems for at least the last 3 years (2014,2015,2016)		
2	Solution must come from the factory with the hypervisor preloaded in order to minimize launch times		
3	Solution must be jointly engineered with hypervisor vendor for a unified extension of the virtualized environment		
4	Solution must include the following software, which must be integrated into the core licensing bundle on the system: <ol style="list-style-type: none"> 1. Software Defined storage software 2. The virtualization management software 3. The Log management software to collect and analyze all types of machine-generated log data 		
5	Required features of the Software defined storage software: <ol style="list-style-type: none"> 1. Flash Read/Write Caching 2. Storage Policy Based Management 3. Replication 4. High Performance Snapshots 5. Virtual Distributed Switch 6. Deduplication and Compression 		

ITEM	Mandatory Requirements	Compliant (Y/N)	Detailed explanation with cross-reference/evidence
6	Solution must have a storage system managed via policies vs RAID Groups/LUNs/File shares to handle features such as performance level and service quality with virtual disk granularity.		
7	Solution proposed shall be comprise of <u>4 nodes</u> each node in a 1U factor		
8	Solution nodes must each have the following network ports: (2) 10Gb Ethernet ports (SFP+), and additional out of band management ports.		
9	Solution nodes must each have the following computing capacity: 2 sockets, 16 total cores using the latest E5 v4 processors, and 256 GB RAM		
10	Solution nodes must each have the following storage capacity: 7 * 3.84 TB TB SSD Storage drives and 2 * 400 GB SSD Cache.		
11	Solution must be able to handle expected and unexpected growth easily, cost-effectively, and with minimal disruption to business activities by adding nodes and drives without taking the cluster offline.		
12	Solution must be able to start small and scale on-demand non-disruptively from 40 VMs up to 3,200 VMs, and up to 64 nodes.		
14	Solution must provide quality of service (QoS) on a per-VM (Object) basis, meaning IOPS threshold limits can be set as a part of the VM level policies that can be dynamically changed.		
15	Solution must support RAID 5 and RAID 6 Erasure Coding data protection on all flash node configurations.		
16	Solution must include the following storage services from the factory pre-loaded or be installed		

ITEM	Mandatory Requirements	Compliant (Y/N)	Detailed explanation with cross-reference/evidence
	<p>through an integrated portal on the system:</p> <ol style="list-style-type: none"> 1. Replication, with pre-loaded licenses to replicate at least 15 VMs 2. Public cloud hierarchical storage management with capacity licenses of atleast 10TB 		
17	Solution must have the capacity to replicate virtual machines to an external system based on the same hypervisor. The external system may or may not be hyper-converged, made by the same manufacturer or a third party.		
19	Solution must have integrated replication solution that provides efficient replication in less than 5 minutes to an external system.		
20	Solution must be able to tier to the cloud, beyond just a back-up strategy, and must be able to allow tiering and extend in-house hierarchical storage to external cloud storage services with support for more than 20 public and private cloud providers such as: Amazon, Google, Microsoft Azure, OpenStack, and others.		
21	Solution must be able to deduplicate and compress the data that will be propagated via WAN in the storage tier when using an external tiering function tier to external storage, including a public cloud.		
22	Solution must be constituted as a single product consisting of hyper-converged nodes, hardware virtualization, storage virtualization, network connectivity, management system, and support must be delivered in a unified way with a single support contract authorized to take support calls for both the hardware and software on the appliance.		
23	The manufacturer of the Solution must provide a		

ITEM	Mandatory Requirements	Compliant (Y/N)	Detailed explanation with cross-reference/evidence
	single point of contact direct telephone and issue resolution service delivered by a unified support center, which must assist with all issues associated with network, hardware, storage and virtualization components.		
24	Required Support Level – 3 years premium manufacturer’s support		
25	Solution must offer an integrated support application with recording or log functionality to provide a view of hardware and software events and report the status of the hardware to the manufacturer automatically.		
26	Solution must have predictive failure analytics with proactive alert notifications.		
27	Solution must have an integrated GUI console that performs functions related to the hardware, such as the provisioning of new nodes, upgrading system patches, checking the status of the system and shutting down the system.		
28	Manufacturer/ OEM of the hyperconverged infrastructure solution must have engineers available in country to provide required level of support		
30	Manufacturer’s installation services must be included		
31	<p>Two (2) Cluster Switches per site each with 48* 10Gb SFP+ ports 6* 40Gb QSFP+ ports with the following specifications:</p> <ol style="list-style-type: none"> 1. Eight (12) 10G SFP+ to SFP+ TwinAx Direct Attach cables, 3 Meters Two (2) 40G QSFP+ to QSFP+ Direct Attach cables, 0.5 Meters. 2. 1.4Tbps I/O bandwidth per switch 720 Gbps Forwarding Rate per switch 		

ITEM	Mandatory Requirements	Compliant (Y/N)	Detailed explanation with cross-reference/evidence
	<ul style="list-style-type: none"> 3. Switching latency of sub 600 nano seconds (ns) 4. Minimum of 12MB Packet buffer memory 5. Switches must be Certified Open-Networking (ON) Switches 6. Should be compatible with other networking OS including CUMULUS, BIG Switch 7. Must be Fresh-air certified by the manufacturer (include the certification) 		
	Virtualization Software Specifications		
1	The product MUST be in the leader's quadrant in Gartner's Magic Quadrant for x86 Server Virtualization Infrastructure.		
2	The Virtualization platform must have over 10 years in active production environments		
3	The quantity of licenses should be based on the proposed Hyper Converged Infrastructure and should cover both sites		
4	Should support up to 128 vCPUs per virtual machine		
5	Should support up to 4TB RAM per virtual machine		
6	Should support up to 1024 virtual machines per host		
7	Should support up to 4096 virtual CPUs per host		
8	Should Allow for load balancing across hosts, and optimize power consumption by turning off hosts during periods of reduced demand		
9	The virtualization solution must support LIVE virtual machine migration.		

ITEM	Mandatory Requirements	Compliant (Y/N)	Detailed explanation with cross-reference/evidence
10	The solution must support replication of virtual machine in live state between different hardware platforms.		
11	The solution must support Hot-adding resources to applications VMs e.g. vCPU, vRAM Hot-plug/extend virtual disk, NICs etc.		
12	The solution must provide high availability for applications running in virtual machines if a hardware or operating system failure occurs by automatically restarting the affected virtual machines on other production servers with spare capacity		
13	The solution should automatically trigger the creation of a new secondary virtual machine after failover and automatically trigger the creation of a new secondary virtual machine after failover, to ensure continuous protection to the application		
14	The virtualization solution should provide central management of virtualized host environments - VM monitoring, management and general administration		
15	The bidder MUST provide three (3) years manufacturer's support for the virtualization solutions.		
16	The bidder is required to provide costing for the migration of workloads to the virtual infrastructure.		

ENTERPRISE UNIFIED STORAGE SOLUTION (QUANTITY 2)

ITEM	Requirement	Compliant (Y/N)	Comment
Enterprise Unified Storage Solution			
1	Storage System must support File, Block and vVols within a single system using 2 controllers		
2	The system should be a truly unified system serving both SAN and NAS from the same dual controllers		
3	Solution should implement a no Single Point Of Failure (SPOF) architecture. Kindly provide a detailed explanation of the architecture		
4	Choice of connectivity: <ul style="list-style-type: none"> • 8 * Fibre Channel 16 Gbps • 8 * Ethernet 10GbBase T Growth paths: <ul style="list-style-type: none"> • Non-Disruptive Controller Upgrades • NAS to MPFS for throughput. • Over 86 points to integrate with VMware • Scale front end and storage independently. • Compatibility with Cloud Tiering appliance for archiving and file migration • Compatibility with cloud gateway to allow tiering to the cloud in future 		
5	Storage System operating environment must not be residing on the Storage controllers/ Storage processors.		
6	The system provided must be capable of scaling to 150 drives without adding a separate storage platform		
7	The storage system should be configured with 15* 1.8 TB SAS drives using RAID 5 to give 15 TB Usable. Kindly show your calculation and include the necessary hot spares for availability		
8	The system should support either A 2U Disk Processor Enclosure (DPE) with twenty five 2.5"		

ITEM	Requirement	Compliant (Y/N)	Comment
	drives or a 2U Disk Processor Enclosure with twelve 3.5" drives.		
9	<p>The system should only support the below drive enclosures:</p> <ul style="list-style-type: none"> • 2.5" SAS/Flash (2U), 25 drives • 3.5" SAS/Flash (3U), 15 drives 		
10	Embedded SAS IO Ports per Array: 4 x 4 lane 12Gb/s SAS ports for BE (back end) Connection		
11	Solution should provide flexible RAID configuration options that is RAID 1, RAID 10, RAID 5 and RAID 6.		
12	Solution must provide automatic monitoring of disk drive health and initiate a proactive background drive rebuild on failing drives using permanent hot sparing		
13	Must have a storage processor architecture with Intel Haswell Processor, 2 x Intel E5 6-core 1.6GHz		
14	The system must have a minimum of 48 GB of system memory so as to be able to meet the performance needs of the organization		
15	Storage system must support Mirrored controller Cache		
16	Must support 4 x 12Gbps SAS buses for backend connectivity and High availability		
17	Must have inbuilt Write Splitter		
18	Must support mixed drive pools as well as mixing drives within the drive enclosures		
19	System must support Deep File Compression Algorithm		
20	The storage array must support Automated Pool Rebalancing storage pool allocation dynamically optimized for highest performance		
21	The storage platform should be capable of		

ITEM	Requirement	Compliant (Y/N)	Comment
	supporting 2nd Generation Enterprise Flash Drives (200 GB, 400 GB, 800 GB, 1.6 TB and 3.2 TB), 15K RPM SAS drives (600 GB), 10K RPM SAS drives (600 GB, 1.2 TB and 1.8 TB), 7.2K RPM SATA drives (2 TB, 4 TB and 6 TB) within the same system.		
22	The storage must support SLC Enterprise Flash Drives for Cache extension and MLC Enterprise Flash Drives for automated storage tiering		
23	Allow one to Deploy a scalable 64-bit file system that supports space shrink, pointer based snaps, replication, quotas and in a virtualized NAS environment		
24	System must support Automated Volume Management for file capacity		
25	The solution should support data deduplication without any need for extra components.		
26	<p>The system must support:</p> <p>Network interfaces</p> <ul style="list-style-type: none"> • Copper 10/100/1000 Ethernet • Optical Gigabit Ethernet • Optical 10 Gigabit Ethernet • Native Fiber Channel @ 16 Gbps (not emulated) <p>Network protocols</p> <ul style="list-style-type: none"> • IPv4, IPv6 • TCP/IP, UDP/IP • CIFS (SMB1 and SMB2), NFS 2, 3, and 4 • FTP, TFTP, and SNMP • NDMP 2, 3, and 4 • NTP, SNTP • MPFS • Fiber Channel <p>Feature support</p>		

ITEM	Requirement	Compliant (Y/N)	Comment
	<ul style="list-style-type: none"> • Link aggregation • FailSafe Networking • Ethernet trunking • VLAN 		
27	Support for VLANs and 802.1q is required		
28	Storage array must be capable of doing snapshots of snapshots and Writable Snapshots		
29	<p>The Writable Snapshots provided by the system must support the following features:</p> <ul style="list-style-type: none"> • Allows read/write access based on a previous checkpoint <ul style="list-style-type: none"> – Does not change production file system – Does not change previous snap – Changed blocks written to snap save area 		
30	Solution replication should support advanced replication topologies. Should support both native replication and out of band replication		
31	Should be able to perform instant restores and splits of snapshots without requiring additional copy operations		
32	Integrate snapshots with applications such as Microsoft, VMware, and Oracle to provide enhanced application protection and availability (should be automated and policy oriented)		
33	The system should have a self-service portal with a robust on-line set of community activities (live chat, videos, documentation, and more); direct parts ordering, system views, and a modernized dial home capability.		
34	The solution should have a no-cost software-as-a-service cloud-based storage analytics platform with near real-time intelligence and proactive monitoring of performance, capacity, system, protection, and		

ITEM	Requirement	Compliant (Y/N)	Comment
	configuration data to provide a health score and recommended remediation of issues based on best practices and risk management.		
35	Solution must come standard with a single point of management for command line and graphical user interface as well as providing for third party management integration.		
36	<p>The administrative system must provide:</p> <ul style="list-style-type: none"> • Role-based management <ul style="list-style-type: none"> – Administrative roles – System Administrator, Security Administrator, Operator – Can define custom roles • Password management <ul style="list-style-type: none"> – Minimum password length – Password complexity – Password expiration • Configurable logon banner <ul style="list-style-type: none"> – Custom disclaimer • LDAP support for Microsoft AD, Open LDAP 		
37	The AST solution should take advantage of Cache optimized Flash Drives to extend the existing caching capacity of the storage system and MUST move the data in chunks of 64KB granularity		
38	The AST solution provided should move the most active data in chunks of 256 MB at a sub-lun level		
39	The AST solution MUST allow one to set policies to ensure the right data is moved to the appropriate drive type		
40	The solution should come with 3 year hardware and software support from the manufacturer		
41	Bidders to provide an annual service level maintenance contract		

TECHNICAL REQUIREMENTS FOR BACKUP SOLUTION (QUANTITY 1)

ITEM	Requirement	Compliant (Y/N)	Bidders Response and Reference
	Backup Appliance		
1.	Complete integrated backup solution including software and dedicated backup appliance.		
2.	<p>The appliance should be disk-based and provide data deduplication:</p> <ul style="list-style-type: none"> • Inline (at ingestion time), without any buffering at the file system level or separate deduplication processing window • For any file size • Single deduplication pool for all the data stored, independent of the type of data (Exchange, Oracle, files, etc) • Variable segment size 		
3.	<p>Multiprotocol & multi-application access:</p> <ul style="list-style-type: none"> • Ethernet based (1GbE and 10GbE) CIFS, NFS, OST/Boost, NDMP <ul style="list-style-type: none"> ○ Link aggregation, link failover should be possible with Ethernet links ○ CIFS & NFS should be available to be used also outside the reach of the backup & archiving application for use cases such as data dumps and integration with other data sources (e.g.: direct backups from Oracle RMAN) • Fiber Channel • Virtual Tape Library access available as an option • Simultaneous usage of all the protocols at the same time should be possible 		
4.	Data integrity and internal features:		

ITEM	Requirement	Compliant (Y/N)	Bidders Response and Reference
	<ul style="list-style-type: none"> • RAID 6 should be mandatory as data integrity and protection are a priority • Tolerate without data loss any unplanned event such as power loss (NVRAM technology) • Self-healing file system, active and continuous verification of stored data • Ability to take snapshots at the appliance level • Support for file system cleaning operations during the backup window • Option to trigger processing power for the cleaning process • Call home functionality directly to vendor for proactive support 		
5.	<p>Data security</p> <ul style="list-style-type: none"> • Support for secured multi tenancy - secure logical isolation of users, workloads, tenants of a shared infrastructure • Support for encryption of data at rest • Support for encryption for the replication stream • Role based user access 		
6.	Software option to enforce retention of data at the appliance level - for archiving purposes		
7.	Ability to play a Virtual Machine in the backup appliance so as to reduce RTO		
8.	The equipment should include an initial minimal capacity of 14 TB (after RAID6) using 4 TB drives and allow upgrades by adding additional shelves up to at least 178 TB net capacity.		
9.	Solution maturity: at least 10 years on the market		
10.	Backup Software		

ITEM	Requirement	Compliant (Y/N)	Bidders Response and Reference
11.	<p>Centralized protection in a heterogeneous environment, with minimal impact to production systems.</p> <ul style="list-style-type: none"> The solution should include support for at least Microsoft Hyper-V, Windows, Linux, Exchange, Oracle, Microsoft SQL, SharePoint 		
12.	Centralized management and reporting for both the software and the dedicated backup appliance/appliances.		
13.	Simple licensing model based on capacity of protected data (front-end capacity model) - the solution should include licenses for at least 5 TB of front-end data.		
14.	Protect and recover virtual environments to ensure the most value from virtualization.		
15.	The backup operations should be online (no application shutdown) with reduced impact to the infrastructure.		
16.	Block based backups for Hyper-V, Exchange, Oracle, Windows and Linux environments for fast, block-level incremental backups - the solution should bypass the file-system level by using a block-level approach to reading data at backup time		
17.	Virtual synthetic full backup support - the full backups should be reconstructed at the appliance level under the backup software's control.		
18.	Each backup agent should be able to send its data directly to the backup device over an IP connection or FC connection eliminating the need to pass through a media server.		
19.	Broad backup-to-disk capabilities, including SAN and NAS (NDMP) backup and integration with dedicated backup-to-disk appliances		
20.	End-to-end tape media management		

ITEM	Requirement	Compliant (Y/N)	Bidders Response and Reference
21.	Capability to clone data to cloud storage for long term retention, included at no additional cost.		
22.	Content-based indexing for unstructured content protected by the solution, for easily finding the files to be recovered		
23.	Solution maturity: at least 10 years on the market		

Item	Rack Infrastructure		
1	42U Intelligent Rack to hold the infrastructure.		

Item	Training		
1	<p>Training and Certification of hyper converged, Backup Solution and virtualization solution at a vendor authorized training center</p> <p>Number of people: Quote for 1 and TSC will decide the number to be trained during contract phase.</p> <p>All training costs to be covered by the Bidder</p>		

Any bidder who is not responsive to any of the Mandatory Requirements above will be eliminated from the entire evaluation process.

Bidders who are Responsive to all the Requirements will proceed to *Technical Evaluation*.

TECHNICAL EVALUATION

FEATURE	MINIMUM REQUIREMENTS	SCORE (100 Marks)
Firm's profile	<p>Company Profile</p> <p>i. Structure of the company -3 mks</p> <p>ii. Bidder Strategic direction and background of the project – 3 mks</p>	

	iii. Document organization, work plan and Presentation & Methodology project plan to include time frames, deliverables & milestones - 6 mks	12 marks
Firm's Experience	The bidder MUST demonstrate relevant previous experience in similar works. a) Number of years the firm has been in similar business. Each year at 5 marks, maximum (15 marks) b) Documentary evidence (LPO) of similar assignment undertaken in the last three (3) years/reference from at least three (3) clients. Each @ 5 marks	30 marks
Qualification and experience key personnel	Qualification & Experience of Key personnel a) Project manager Degree in ICT related degree = 8 mks At least three (3) years' experience in implementing similar project EACH YEAR@ 2 = 6mks b) 2 Technical staff ICT related degree/diploma = 2@3 = 6 mks At least 2 years' experience per personnel = 2@4 = 8 mks (attach CV and Certified Certificates)	28 marks
Financial capability	- Audited accounts for the last three (3) years; 2016, 2015 & 2014. Each year @ 4mks = 12 marks -Liquidity Ratio of 1.5-2.0 (6 mks) -Gross margin of 20-25 (6 mks)	12 marks 12 marks
Warranty policy	Highlight warranty in terms of duration, coverage ,initialization dates, exclusions, disclaimer and limitations for spare parts supplied and services rendered @6mks	6 marks
	TOTAL	100

Total score for Technical Evaluation is 100 marks. Only bidders who score 70 and above will be considered for Financial Evaluation. Those who score below 70 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.

FINANCIAL EVALUATION

	Financial Evaluation will be subjected to firms with 70 and above marks on Technical score
--	--

	Financial Evaluation: – Will be based on the lowest offer Price.
	Award Criteria: – The Tender with the lowest evaluated price.

PRICE SCHEDULE

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____

Tender Number _____

S/No.	ITEM DESCRIPTION	Unit	Unit Price VAT Inclusive (KSH)	Total Price VAT Inclusive (KSH)
1	Hyper converged Infrastructure (HCI) Solution (inclusive of virtualization software)	2		
2	Enterprise Unified Storage Solution	2		
3	Backup Solution	1		
4	Certification Training for HCI Solution, Backup Solution and Virtualization Software	1		
5	Intelligent Rack	1		
6	Implementation & Commissioning costs (including 3 years premium manufacturer's support)	1		
	TOTAL			

Note: 1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. Price quoted should be inclusive of all taxes and delivery costs.

Authorized Official: _____
Name

Signature

INTEGRITY DECLARATION

I/We/Messrs..... of.....
Street/avenue, Building, P. O. BoxCode, of..... (Town),..... (Nationality),
Phone..... E-mail declare that Public Procurement is based on a free and fair
competitive tendering process which should not be open to abuse.

I/We..... Declare that
I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public
officer, their relations or business associates, pursuant to Section 62 of the Public Procurement &
Asset Disposal Act, 2015, in connection with

Tender name:

Tender No.

For/or in the subsequent performance of the contract if I/We am/are successful.

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

Authorized Signature..... Official Stamp.....

Name and Title of Signatory.....

NON-DEBARMENT STATEMENT

I/We/Messrs..... of
Street/avenue, Building, P. O. BoxCode, of (town),
(Nationality), Phone E-mail declare that I/We /Messrs
..... are not debarred from participating in public procurement
by the Public Procurement Oversight Authority pursuant to pursuant to Section 62 of the Public
Procurement & Asset Disposal Act, 2015

Dated this day of 20.....

Authorized Signature..... Official Stamp.....

Name and Title of Signatory.....

SECTION VII ~ STANDARD FORMS

Notes on the sample Forms

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

7.1 FORM OF TENDER

Date _____
Tender No. _____

To: Teachers Service Commission
P.O. Box Private Bag -00100 Nairobi

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

<p>Part 1 – General: Business Name..... Location of business premises..... Plot No..... Street/Road Postal Address Tel No.FaxE mail..... Nature of Business Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs..... Credit Period..... Name of your bankers Branch</p>
--

<p>Part 2 (a) – Sole Proprietor</p>																									
Your name in full Age Nationality Country of origin Citizenship details																									
<p>Part 2 (b) Partnership</p>																									
Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;"><u>Name</u></th> <th style="width: 30%; text-align: center;"><u>Nationality</u></th> <th style="width: 20%; text-align: center;"><u>Citizenship Detail</u></th> <th style="width: 15%; text-align: center;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		<u>Name</u>	<u>Nationality</u>	<u>Citizenship Detail</u>	<u>Shares</u>	1.	2.	3.	4.
	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Detail</u>	<u>Shares</u>																					
1.																					
2.																					
3.																					
4.																					
<p>Part 2 (c) – Registered Company</p>																									
Private or Public State the nominal and issued capital of company- Nominal Kshs..... Issued Kshs..... Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;">Name</th> <th style="width: 30%; text-align: center;">Nationality</th> <th style="width: 20%; text-align: center;">Citizenship Details</th> <th style="width: 15%; text-align: center;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship Details	Shares																					
1.																					
2.																					
3.																					
4.																					
Date Signature of Candidate																									

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

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 TSC (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 tender hereby covenants with the Procuring entity to provide the
goods and to remedy defects therein in conformity in all respects with the provisions of the
Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of
the goods and the remedying of defects therein, the Contract Price or such other sum as may
become payable under the provisions of the Contract at the times and in the manner prescribed
by the contract.

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

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

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

(Amend accordingly if provided by Insurance Company)

7.5 PERFORMANCE SECURITY FORM

To Teachers Service 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 of goods*] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Teachers Service Commission

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, *[name and address of tenderer]* (hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.7 MANUFACTURER'S AUTHORIZATION FORM

To Teachers Service Commission

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

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

[*signature for and on behalf of manufacturer*]

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

7.8 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

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

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

TEACHERS SERVICE COMMISSION



SITE VISIT FORM

Name of the Bidder.....

AREA	DETAILS	PLEASE TICK (√) IF VISITED

This is to certify that the named bidder visited the station and has been shown all the areas as required in the tender document.

TSC Rep. Name:Signature:.....Date:.....

Official Stamp

Contractors Rep: Name:Signature: Date:.....

Official Stamp