

# REPUBLIC OF KENYA



## COUNTY GOVERNMENT OF MOMBASA

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**SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION AND  
COMMISSIONING OF DATA CENTRE**

**CGM/PRO/T/24/2019-2020**

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**County Government of Mombasa**  
Department of Education, ICT & MV 2035  
P.O. BOX 80133-80100  
**MOMBASA**

**JANUARY 2020**

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## SECTION I: INVITATION FOR TENDERS

### **TENDER NO CGM/PRO/T/24/2019-2020: SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF DATA CENTRE**

1.0 The County Government of Mombasa invites sealed tenders from eligible candidates for SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF DATA CENTRE.

- 1.1 Tendering will be conducted through the National Competitive (NCB) Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2006 and is open to all Tenderer's as defined in the Regulations.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the Director Supply Chain Management during normal office working hours or the tender document can be viewed and downloaded from [www.mombasa.go.ke](http://www.mombasa.go.ke) at no fee.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs 1000** in cash or bankers cheque payable to County Government of Mombasa
- 1.4 Bidders are advised to regularly visit the County Government of Mombasa website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the County website as they become available.**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and addressed as follows

**TENDER NO.:** CGM/PRO/T/24/2019-2020:

**TENDER NAME:** SUPPLY, DELIVERY, INSTALLATION,  
CONFIGURATION AND COMMISSIONING OF DATA  
CENTRE

**“DO NOT OPEN BEFORE 1000 HOURS ON 5<sup>TH</sup> FEBRUARY 2020”**

Addressed:

THE COUNTY SECRETARY,  
COUNTY GOVERNMENT OF MOMBASA,  
P.O BOX 80133-80100, MOMBASA  
EMAIL: countysec@mombasa.go.ke

Completed tenders shall be placed in **Tender Box located at the County Assembly Hall ground floor next to the main office. The tenders must be received or returned to the Procurement office, 2nd floor County Assembly Hall, Treasury Square, Mombasa to reach not later than 1000HRS on 5TH FEBRUARY 2020”.**

Bulky tenders shall be submitted at the office of the **Director of Procurement & Supplies located on the 2nd floor of County Assembly Building BEFORE 1000HRS EAST AFRICAN TIME, ON 5<sup>TH</sup> FEBRUARY 2020”**

- 1.7 Tenders will be opened immediately thereafter in the presence of bidders/representatives who choose to attend the opening process at 1000Hrs in the Committee Room, County Assembly Hall first Floor or where directed by the County Secretary.
- 1.8 Canvassing or lobbying for the tender shall lead to automatic disqualification.

COUNTY SECRETARY,  
**COUNTY GOVERNMENT OF MOMBASA**

## SECTION II: INSTRUCTIONS TO TENDCERERS

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## **SECTION II: INSTRUCTIONS TO TENDERERS 2.1:**

### **ELIGIBLE TENDERERS**

- 2.1.0 This Invitation for Tender is open to all tenderers eligible as described in the Invitation to Tender.
- 2.1.1 County Government of Mombasa employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.2 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 **Mombasa County Government** 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.
- 2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 : ELIGIBLE GOODS**

- 221 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 222 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
- 223 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 : COST OF TENDERING**

- 231 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and MOMBASA County Government, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 232 Bidding documents with detailed specifications may be obtained from the Kenya Supplier Portal; [supplier.treasury.go.ke](http://supplier.treasury.go.ke) or from the county website: [www.mombasa.go.ke](http://www.mombasa.go.ke) free of charge.
- 233 The price to be charged for the tender document shall not exceed 5000/=

## **2.4 : CONTENT OF THE TENDER DOCUMENT**

- 24.1 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/Price Schedules
  - (vi) Tender Form
  - (vii) Contract Form
  - (viii) Tender Security Form
  - (ix) Performance Security Form
  - (x) Confidential Business Questionnaire
  - (xi) Oaths and Statutory Declaration Form
  - (xii) Manufacturer's Authorization Form
- 24.2 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**

- 25.1 A prospective tenderer requiring any clarification of the tender document may notify County Government of Mombasa in writing or by post at County Government's address indicated in the Invitation to Tender. The County Government 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 County Government. Written copies of The County Government response will be sent to all prospective tenderers that have received the tender document.
- 25.2 County Government of Mombasa 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**

- 26.1 At any time prior to the deadline for submission of tenders, County Government of Mombasa, 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.
- 26.2 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.

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

## **2.7 : LANGUAGE OF TENDER**

27.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and County Government of MOMBASA, 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**

28.1 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 2.1 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**

29.1 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 entity.

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



2.104 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 MOMBASA County Government 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 MOMBASA County Government'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 MOMBASA County Government; and
- (c) a clause-by-clause commentary on MOMBASA County Government 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.

2.134 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 MOMBASA County Government 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 County Government satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 :TENDER SECURITY**

2.141 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.142 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.143 The tender security is required to protect MOMBASA County Government against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.

2.144 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 MOMBASA County Government and valid for thirty (30) days beyond the validity of the tender.

2.145 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by MOMBASA County Government as non-responsive, pursuant to paragraph 2.22.

2.146 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by MOMBASA County Government.

2.147 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.

2.148 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by

MOMBASA County Government 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 MOMBASA County Government, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by The County Government as non-responsive.
- 2.15.2 In exceptional circumstances, MOMBASA County Government 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 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.
- 2.16.2 : All required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked.

## **2.17 : DEADLINE FOR SUBMISSION OF TENDERS**

- 2.17.1 Tenders must be received by MOMBASA County Government at the address specified under paragraph 2.17.2 no later than 5<sup>th</sup> February 2020.
- 2.17.2 MOMBASA County Government 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 MOMBASA County Government and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.18 : MODIFICATION AND WITHDRAWAL OF TENDERS**

- 2.18.1 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 MOMBASA County Government prior to the deadline prescribed for submission of tenders.
- 2.18.2 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.
- 2.18.3 No tender may be modified after the deadline for submission of tenders.
- 2.18.4 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
- 2.18.5 MOMBASA County Government may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.18.6 MOMBASA County Government 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.

## **2.19 : OPENING OF TENDERS**

- 2.19.1 The Procuring entity will open all tenders on 5<sup>th</sup> February 2020 at 1000hours.
- 2.19.2 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.
- 2.19.3 The Procuring entity will prepare minutes of the tender opening.

## **2.20 : CLARIFICATION OF TENDERS**

- 2.20.1 To assist in the examination, evaluation and comparison of tenders MOMBASA County Government 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.
- 2.20.2 Any effort by the tenderer to influence MOMBASA County Government in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

## **2.21 : PRELIMINARY EXAMINATION**

- 2.21.0 MOMBASA County Government 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.
- 221.1 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 quantify, 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
- 221.2 MOMBASA County Government 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 affect the relative ranking of any tenderer.
- 221.3 Prior to the detailed evaluation, pursuant to paragraph 2.23 MOMBASA County Government 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. MOMBASA County Government determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 221.4 If a tender is not substantially responsive, it will be rejected by MOMBASA County Government and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.22 CONVERSION TO SINGLE CURRENCY**

- 221.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings **using the selling exchange rate on the date of tender** closing provided by the Central Bank of Kenya.

## **2.23 :EVALUATION AND COMPARISON OF TENDERS**

- 221.1 MOMBASA County Government will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.
- 223.2 The tender evaluation committee shall evaluate the tender within **(30)** days of the validity period from the date of opening the tender.

2233 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.

## **2.24 :PREFERENCE**

2241 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.25 :CONTACTING THE MOMBASA COUNTY GOVERNMENT**

2251 Subject to paragraph 2.21 no tenderer shall contact MOMBASA County Government on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2252 Any effort by a tenderer to influence MOMBASA County Government 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**

2261 In the absence of pre-qualification, MOMBASA County Government 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.

2262 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 MOMBASA County Government deems necessary and appropriate.

2263 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 MOMBASA County Government will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **(b) Award Criteria**

2264 MOMBASA County Government 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 through post qualification, that the tenderer is determined to be qualified to perform the contract satisfactorily.

**(c) MOMBASA County Government's Right to Vary quantities**

2265 MOMBASA County Government 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) MOMBASA County Government's Right to Accept or Reject Any or All Tenders**

2266 MOMBASA County Government 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 MOMBASA County Government's action

**2.27 :NOTIFICATION OF AWARD**

2271 Prior to the expiration of the period of tender validity, MOMBASA County Government will notify the successful tenderer in writing that its tender has been accepted.

2272 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

2273 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, MOMBASA County Government will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.28 :SIGNING OF CONTRACT**

2281 At the same time as MOMBASA County Government notifies the successful tenderer that its tender has been accepted, it will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2282 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.

2283 Within thirty **(30)** days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to MOMBASA County Government.

**2.29 :PERFORMANCE SECURITY**

2291 Within Thirty (30) days of the receipt of notification of award from MOMBASA County Government, the successful tenderer shall furnish the

2292 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 County Government.

2293 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 MOMBASA County Government may make the award to the next lowest evaluated Candidate or call for new tenders.

**2.30 :CORRUPT OR FRAUDULENT PRACTICES**

- 2301 MOMBASA County Government 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;
- 2302 “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
- 2303 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of MOMBASA County Government, 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 County Government of the benefits of free and open competition;
- 2304 MOMBASA County Government 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.
- 2305 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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1: Eligible Tenderers	Registered Companies
2.12: Tender Security	2 per cent
2.16.4: Format and Signing of Tender	All Required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked
2.18.1: Closing Date	See invitation to tenders
2.24: Evaluation and Comparison of tenders	See below
2.25: Performance bond	Performance bond of 5 per cent will be provided by the awarded firm upon signing of the contract.

- The tenderer may be requested to provide acceptable samples before the contract is signed.
- Order shall be placed **“as and when required”** during the contract period.

## EVALUATION CRITERIA

The method of evaluation will be Merit Point System

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

S/No	EVALUATION CRITERIA	SCORE
<b>PRELIMINARY EVALUATION (Mandatory requirements)</b>		
<b>Bidders who will not meet these requirements will not proceed to Technical Evaluation)</b>		
P1	Must submit a copy of Valid Tax Compliance Certificate	YES/NO
P2	Must submit a copy of a Valid Business Permit	YES/NO
P3	Must attach Company Registration certificate	YES/NO
P4	Must attach CR12	YES/NO
P5	Must dully fill the Tender document	YES/NO
P6	Must conduct a site visit before submitting the bid (Sign register)	YES/NO
P7	Evidence of physical registered office (attach utility bills/lease agreement/rental payment receipt/evidence of ownership of the premise)	YES/NO
P8	Evidence of Joint Venture or Partnerships	YES/NO
<b>TECHNICAL EVALUATION</b>		
T1	The bidder must attach a proposal of the Data centre design that meet the minimum industry standards	40
T2	Detailed company profile	5
T3	<b>1. Qualification and competence of Key staff</b>	
	((Network engineers (2) with the following professional qualifications; <input type="checkbox"/> Bachelor's degree with at least 3 years' experience on similar projects <input type="checkbox"/> One (1) of the engineers must have been a lead engineer in past similar projects. <input type="checkbox"/> Cisco certified professionals with at least 3 years' experience. (Attach academic and professional certificates for certifications and reference letters for projects handled)	15
T4	<b>2.Experience of the firm</b>	
	Tenderer/Bidder shall show proof of successfully undertaken similar projects in the last 3 years. A letter of award and/or copy of LSO should be attached.	15
T5	The bidder should provide methodology for the project	10
T6	Proposed training program and schedule for the IT staff	5
T7	Financial Capability (As supported by Audited Accounts for the last three (3) years 2016, 2017, 2018	10
	<b>TOTAL SCORE</b>	100
	<b>Minimum score for technical evaluation shall be 70 marks</b>	

<b>FINANCIAL EVALUATION</b>		
	Bidders who succeed at the technical evaluation stage will proceed to financial evaluation.	

- NB:** - Bidders must meet all the mandatory requirements to qualify for technical evaluation
- To qualify for financial evaluation, the bidder must score a minimum of 70 points (70) %
  - The bidder quoting the lowest price having attained 70% technical score shall be recommended for contract award.
  
  - Any information provided by the bidder may be verified by the County Government
  
  - If information is found to be false, the company will be disqualified.

## SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 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 Procuring Entity under the Contract.
- (d) **“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.

### **3.2 :APPLICATION**

3.2.1 These General Conditions shall apply in all Contracts made by MOMBASA County Government 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 MOMBASA County Government 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 County Government 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 MOMBASA County Government'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 MOMBASA County Government and shall be returned (all copies) to The County Government on completion of the Tenderer's performance under the Contract if so required by The County Government.

### **3.6 PATENT RIGHTS**

- 3.6.1** The tenderer shall indemnify MOMBASA County Government 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 Kenya.

### **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 MOMBASA County Government 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 MOMBASA County Government 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 MOMBASA County Government 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 County Government, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by MOMBASA County Government 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 MOMBASA County Government or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. MOMBASA County Government 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 MOMBASA County Government.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, MOMBASA County Government 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 County Government.

3.8.4 MOMBASA County Government'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 County Government 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 MOMBASA County Government 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 MOMBASA County Government 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 MOMBASA County Government 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 MOMBASA County Government's prior written consent

### **3.15 SUBCONTRACTS**

3.15.1 The tenderer shall notify MOMBASA County Government 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 MOMBASA County Government 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 MOMBASA County Government if the tenderer fails to perform any other obligation(s) under the Contract

(b) if the tenderer, in the judgment of MOMBASA County Government has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event MOMBASA County Government 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 County Government 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, MOMBASA County Government 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.

### **3.17.1 RESOLUTION OF DISPUTES**

3.17.2 MOMBASA County Government 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

3.173 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.

### **3.18 LANGUAGE AND LAW**

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

### **3.19 FORCE MAJEURE**

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

**VI: STANDARD FORMS**

1. TENDER FORM.....
2. CONTRACT FORM.....
3. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRES.....
4. TENDER SECURITY FORM.....
5. PERFORMANCE SECURITY FORM.....
6. OATHS AND STATUTORY DECLARATION FORM.....
7. JOINT VENTURE AGREEMENTS.....

**1. FORM OF TENDER (FILL THE PRICE SCHEDULE)**

To: MOMBASA County Government  
Date:.....  
...  
P.O. Box 80133-80100  
**MOMBASA**

Tender No: CGM/PRO/T/24/2019-2020

Tender Name: Supply, Delivery, Installation, Configuration and Commissioning of Data Centre

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to Supply Goods under this tender in conformity with the said Tender document for the sum of Ksh:.....[Total Tender amount in words].....  
.....  
.....  
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 **Supply, Deliver, Install and configuration of a data centre at Mombasa County** .....in accordance with the conditions of the tender.
3. 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.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day  
of..... 2019.

[Signature].....[In the capacity of].....

Duly authorized to sign tender for and on behalf  
of [Company].....

**2. 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 MOMBASA County Government invited tenders for supply of stationery materials and has accepted a tender by the tenderer for the supply of goods in the sum of Ksh.....[contract price in words in figures] (hereinafter called “the Contract Price”).

**NOW THIS AGREEMENT WITNESSTH 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 Details of cover
  - (c) the General Conditions of Contract
  - (d) the Special Conditions of Contract
3. In consideration of the payments to be made by MOMBASA County Government to the tenderer as hereinafter mentioned, the tenderer hereby covenants with MOMBASA County Government to supply Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. MOMBASA County Government hereby covenants to pay the tenderer in consideration of the supply of 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 ..... (MOMBASA County Government)

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

**3. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**  
**(Must be filled by all applicants who choose to participate in this Tender)**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business and part 3.

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

Name ..... of  
Applicant(s).....  
.....

**Part 1: General:**

1.1 :Business Name:.....

1.2 :Certificate of Incorporation/Registration No:.....

1.3 :Location of business premises.....

1.4: Plot No.  
.....

1.5: Street/Road  
.....

1.6: Postal Address  
.....

1.7: Office Tel. No.  
.....

1.8:Mobile:.....  
.....

1.9: Fax  
No:.....  
.....

1.10:Email Address.....

1.11: Website.....

1.12: Nature of business :( Indicate whether Manufacturer, Distributor  
e.t.c).....  
.....

1.13: Contact Person (Full  
Names).....

(a) Directors Name and Mobile  
Nos:.....

(b) If not Director, Title..... Power of Attorney  
(Yes/No) if yes, attach written document.

1.14: Maximum value of business which you can handle at any one time Kshs.

1.15: Name of your bankers ..... Branch  
.....

**Part 2(a) – Sole Proprietor:**

2a.1: Your name in full ..... Age .....

2a.2: Nationality ..... Country of origin .....  
Citizenship details.....

**Part 2(b) – Partnership**

2b.1: Give details of partners as follows

2b.2: Name	Nationality	Citizenship Details	Shares
1. .... ... .....	.....	.....	
2. .... ... .....	.....	.....	
3. .... ... .....	.....	.....	
4. .... ... .....	.....	.....	
5. .... ... .....	.....	.....	

**Part 2(c) – Registered Company:**

2c.1: Private or public  
.....

2c.2: State the nominal and issued capital of the company – Nominal

Kshs.. .....

Issued Kshs.....

2c.3: Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	
...	.....			
	2.	.....	.....	
	.....			
	.....			
3.	.....	.....	.....	
...	.....			

Date.....  
Signature of Tenderer  
.....

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of MOMBASA County Government?  
Yes..... No:.....

3.2: If answer in '3.1' is YES give the relationship:.....

3.3: Does an Employee as in "3.1" above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures?  
Yes..... No.....

3.4: If answer in '3.3' above is YES give details.....  
.....

3.5: Has your Organisation, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by MOMBASA County Government to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes.....

No.....

3.6: If answer in '3.5' above is YES give details.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?

Yes..... No.....

3.8: If answer in '3.7' above is YES give details.....

.....  
.....

3.9: Have you offered or given anything of value to influence the procurement process?

Yes..... No.....

3.10: If answer in '3.9' above is YES give details.....

.....  
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date..... Signature of  
Candidate:.....  
...

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.



**4. TENDER SECURITY FORM**

Whereas .....(hereinafter called <the tenderer> has submitted its bid  
[Name of Bidder]

Dated..... for supply of Building Materials (hereinafter called <the tender?>  
[Date of submission of bid]

KNOW ALL PEOPLE by these presents that WE  
.....  
of.....having  
[Name of bank] [Name of country]

Our registered office at .....(Hereinafter called <the procuring entity>  
in  
[Name of procuring entity]

The sum of Kshs. for which payment well and truly to be made to  
[State the amount]

MOMBASA County Government, the Bank binds itself, its successors, and assigns by these presents. Sealed

With the Common Seal of the said Bank this ..... day of

.....200..... THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its tender during the period of tender validity specified by MOMBASA County Government on the Form; or
- 2. If the tender, having been notified of the acceptance of its tender by MOMBASA County Government during the period of tender validity  
Fails or refuses to execute the Contract Form, if required; or  
Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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

Signature:.....

Date:.....

Official Stamp:.....

**5. PERFORMANCE SECURITY FORM**

MOMBASA County  
Government P.O. Box  
.....**MOMBA**  
**SA**

WHEREAS .....  
[Name ..... of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of  
Contract No..... [Reference number of the contract] dated.....  
20.....to supply ..... [*Tender for supply,  
Delivery, Installation, Configuration & Commissioning of a Data Centre*] (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 a sum specified therein as security for  
compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_ \_  
\_\_\_\_\_

Signature and seal of the Guarantors

.....  
[Name of bank of financial institution]

.....  
[Address]

.....  
[Date]

**6. OATHS AND STATUTORY DECLARATION FORM**

**REPUBLIC OF KENYA  
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER  
15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC  
PROCUREMENT AND DISPOSAL ACT NO. 3 OF 2005**

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

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (name of the Candidate) which is a Candidate in respect of Tender Number...to supply goods, render services and/or carry out works for MOMBASA County Government and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of MOMBASA County Government, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of MOMBASA County Government.
4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

**SWORN** at.....by the said }

.....}  
Name of chief Executive/Managing Director/} Principal Officer/Director } On  
this..... day of ..... 20.....}  
}

} \_\_\_\_\_

} **DEPONENT**

Before me }

}

}

}

Commissioner for Oaths

}

## **7. Joint Venture**

Joint venture in the execution of this works is allowed with one of the partners shall be nominated as being the lead member

## **SCHEDULE OF REQUIREMENTS**

### **Background**

The County Government of MOMBASA (CGM) is undertaking an ICT transformational project to enable it leverage on ICT to enhance both internal operation efficiency and service delivery to the citizens. As part of this transformation the County intends to implement robust infrastructure that will support the rollout of the ICT initiatives.

CGM intends to setup and deploy a standard tier II data center. This means all the active equipment in the DC will be dual-powered and have redundancy capacity.

The county plans to host the below systems that are critical for the county's operation in the DC.

- Revenue Collection system
- Lands Information Management System
- Human Resource Management System
- Email System & VoIP Communication System.
- Storage and Backup System for CCTV Footage.

The DC will be established at the County Headquarters (HQ).

## **COMPLIANCE TO SPECIFICATIONS**

- All the hardware specifications mentioned in the Tender Document are the required minimum, higher or better specifications would be acceptable.
- Component furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such component's and/or needed for erection, completion and safe operation of the component's as required by applicable codes though they may not have been specifically detailed in the technical specification, unless included in the list of exclusions. All similar standard components/parts of similar

standard components provided shall be inter-changeable with one another.

- The methodology of cabling and installation work to be adopted for the Data Center has to ensure minimum damage to the existing structure of the building. Any damage to the existing flooring/ walls/paint etc. shall be made good by the selected bidder. It is advised that bidder should visit site before submitting the tender to get apprised about the site conditions.
- The selected bidder shall be responsible for providing all materials, components, and services, specified or otherwise, which are required to fulfill the intent of ensuring operability, maintainability, and reliability of the complete component covered under this specification within his quoted price. This work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force of the date of award of this contract.
- The selected bidder shall also be responsible for deputing qualified personnel for installation, testing, commissioning and other services under his scope of work as per this specification. All required tools for completing the scope of work as per the specification is also the responsibility of the selected bidder.
- The selected bidder shall perform the services and carry out its obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. The selected bidder shall always act in respect of any matter relating to this contract or to the services as faithful advisers to the SDA.
- The selected bidder shall furnish complete, well-fabricated and reliably operating and secure systems to SDA. Design and selection of component and software shall be consistent with the requirements of long term trouble free operation with highest degree of reliability and maintainability. All components shall be constructed to operate safely without undue heating, vibration, wear, corrosion, electromagnetic interference or similar problems and all software shall be proven, tested and reliable.
- All interconnecting cables required to connect the communication component shall be

furnished. All cables shall be fully assembled connector pre-terminated and factory tested as part of overall system checkout. Cables shall be neatly & properly tied up and dressed using appropriate cable hangers and Velcro bands. All the cables, connectors, sockets, panel's etc. shall be labeled for identification purpose.

- All the cabling should adhere to the TIA-942 Data Center Standard.
- All component, accessories and cables supplied under this contract shall be in accordance with the latest applicable recommendations, regulations and standards.
- For parameters not covered under the above codes, internationally acceptable standards shall be accepted. The selected bidder shall furnish a complete list of all standards and codes under which his component is designed, manufactured and assembled along with the bids.
- Functionality/accessibility of each component of the system and the system as a whole should be demonstrated to the satisfaction of SDA.
- Reliable over voltage and over current protection circuits shall be provided in the component power supply units. The component power supply units shall be self protecting and also protect connected component's against interference, noise, voltage dips and surges & impulses that may be present in the mains power supply sources. Component shall be guaranteed for operation over the following AC power range to be made available by SDA: 240 V AC +/-10%, 50 Hz +/- 5%
- The SDA shall provide suitable AC power at a single power point at one locations and distribution of this power to the various component's shall be responsibility of the selected bidder for which necessary distribution board, cable etc. shall be provided by the selected bidder.

#### **Additional provisions**

- In case the proposed item (material, product or service) being unavailable, the bidder should supply functionally equivalent or superior item with due approvals from CGM
- All components and installation methods shall be EIA/TIA 568A and TIA 942 approved and conforms to EIA/TIA 569 and TIA 942 practices and methods. The

Structured Cabling System installed by the Contractor/bidder shall be capable of a minimum of 1000 MBPS network application.

- Review of components or documentation of components by CGM employees does not relieve the Contractor/bidder from meeting or exceeding the specifications outlined in this document.
- The Contractor/bidder will be responsible for the shipping, handling, and storage of all equipment and materials and to secure and protect it from theft.
- Contractor/bidder shall furnish and install all equipment, accessories, and materials necessary for a complete, functional Data Centre in accordance with the specifications.
- Contractor/bidder shall assume all responsibility to repair or replace fixtures and materials it damages during its work on the site. Contractor/bidder shall be wholly financially responsible for damages realized by CGM as a result of the Contractor/bidders' activities.
- All items shall be quoted completely installed and functional as per specifications.
- Upon completion of the work, the Contractor/bidder shall reconnect any utilities, equipment, system furniture panels or trim, or appliances removed in the course of work, and replace all furniture, etc., moved for the performance of the work. Debris and rubbish caused by the work shall be removed from the premises. Site will be left in a clean, neat, and orderly fashion.
- Every bidder will be required to carry out a site survey in order to come up with optimized DC lay-out design that covers the CGM offices in scope.



## **WARRANTY, CERTIFICATION AND MAINTENANCE**

- Contractor/bidder shall warrant all materials, equipment and/or services delivered as a result of this document to be free from defect of material or workmanship and to conform strictly to the specifications.
- This warranty shall survive any inspection, delivery, acceptance, or payment by the CGM for a minimum period of 1 year from the date of System Acceptance.
- Based upon the accepted installation contract, the Contractor/bidder shall furnish all labor and replacement parts and materials provided under warranty at no additional cost to CGM.
- Services performed by the Contractor/bidder under warranty must conform to the requirements and work standards outlined within this document.
- Warranty costs shall be included in the total bid price. All unit pricing shall also include warranty costs.
- The Contractor/bidder shall provide preventative maintenance, as required by the equipment manufacturer during the warranty period.
- The Contractor/bidder shall maintain a stock of repair replacement parts for all equipment offered under any contract resulting from this bid.
- The entire installation will be covered by a manufacturer's 2 (2) year, or better, warranty on material and workmanship, supplied to CGM prior to any acceptance of the system. This 2 year warranty must be specific to the installation. This warranty shall include structured cabling and DC equipment.
- If during the Warranty Period, CGM discovers that the Contractor/bidder has utilized improper materials or improper installation methods for the system, the Contractor/bidder shall remedy the situation to the satisfaction of CGM inspectors, at the Contractor/bidder's expense.
- If after the warranty period, and during the life of the system, a flaw in the workmanship is discovered, that flaw will be repaired or replaced at no cost to CGM.

## **SYSTEM PERFORMANCE (ACCEPTANCE) PERIOD**

- The Data Centre components, cable distribution system, labeling systems, and all other components supplied as a result of this document shall be evaluated by CGM to determine if materials, installation methods, and/or procedures meet the requirements specified. In the event that any of the installation is found not to be compliant to CGM specification the vendor will be required to rectify these inconsistencies to the satisfaction of the CGM. This will be done at the Contractor/bidder's expense.
- System Cut-Over" shall be defined as the day all the systems specified and supplied as a result of this document are installed and capable of carrying network signals as specified. The contractor/bidder shall be responsible for notifying CGM of the date that the DC construction is completed and ready to be placed into active service. (This notification shall be on the contractor/bidder's letter-head and addressed to the individuals as specified in this document) CGM and Contractor/bidder shall mutually agree upon the exact date of System "Cut-Over".
- The System Performance Period shall be sixty (60) consecutive days and shall start on the day of System Cut-Over for each site.
- In the event of failures, malfunctions, or discoveries of improper materials or installation methods during the System Performance Period, the contractor/bidder shall be wholly responsible for taking all steps necessary to remedy the problems and/or bring the system into compliance with the specifications in this document. All remedies must be completed no later than five (7) days prior to the end of the System Performance Period.
- If CGM is satisfied with the contractor/bidder's remedy, the contractor/bidder, at the discretion of CGM, may be permitted to continue the System Performance Period's sixty (60) consecutive day requirement as if no interruption had occurred. If CGM is not satisfied with the contractor/bidder's remedy, the sixty (60) consecutive day period described herein shall start over.
- If during the System Performance Period, CGM discovers that the contractor/bidder has utilized improper materials or improper installation methods for the system, and the contractor/bidder is unable or unwilling to remedy such discoveries no later than the

final day of the System Performance Period, CGM reserves the right to find the contractor/bidder in default.

- "Improper" shall be defined as any characteristic about a system component or installation method, which does not conform to the specifications, outlined in this document.
- If the Contractor/bidder is found in default, CGM shall not remit payment for any portion of the system installed by the Contractor/bidder and the Contractor/bidder shall remove the system equipment at no cost to CGM. A Contractor/bidder who is found in default shall forfeit all claims to payment from CGM. Allowances will be made only for circumstances and/or delays which are clearly beyond the control of the Contractor/bidder.
- Should the Contractor/bidder be found in default and CGM requests the Contractor/bidder to remove all components supplied, the Contractor/bidder is required to adhere to a removal schedule to be finally determined by CGM. This removal schedule shall insure that there is no disruption to the operations of CGM.
- The Contractor/bidder shall be wholly liable for any damage to CGM property caused by the Contractor/bidders' activities during System removal.
- The Contractor/bidder shall not initiate any activities for System removal unless and until the Contractor/bidder has received final approval from CGM for a System Removal Schedule.
- Upon completion of a successful System Acceptance Period, CGM will evaluate the Systems' performance.
- Acceptance form will be signed and returned to the Contractor/bidder.

### **VARIATIONS**

- Any variation to CGM's DC Standards must be submitted to CGM in writing for approval. Any variation submitted to CGM will be considered on a case by case basis and will be approved in writing by CGM.

## SCHEDULE OF REQUIREMENTS

<b><u>STANDARD DATA CENTRE FOR THE MSA COUNTY ICT INFRASTRUCTURE</u></b>			
<b><u>No</u></b>	<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>
1	<b>Data Cabinets - Standard Network Cabinet</b>	<b>Universal 42U</b> - cabinet suitable for housing all common passive and active network equipment. <b>Compliant Standards:</b> IEC 60950, ISO-IEC 30129, RoHS. <b>Size:</b> Width: 800 mm Depth: 1000 mm Height: 2000 mm. <b>Finishing:</b> Powder coated Black RAL 9011 <b>Load Capacity:</b> Static load capacity of 1500 kg. <b>Cooling principle:</b> Cross flow with perforated doors on the front and the back of the cabinet, with mounted rood fan. <b>Frame:</b> The cabinet base shall be a welded, lightweight, conductive aluminium frame which is assembled by means of bolts. The smallest part shall be a welded top or bottom frame. The height profiles shall be bolted to the top and bottom frames. <b>Doors:</b> Single cabinet door shall be made of a very stiff 80% perforated single tubular sheetmetal. Door shall be hinged on three points. Hinge direction shall be able to be changed at all times. Doors shall be equipped with swivel handle (tool less mount) and can be equipped with different locking mechanisms.	2
2	<b>Raised Flooring Slabs</b>	<p><b>Modular Panels:</b> Made of an aggregate mix of calcium sulphate and fibres of size 60x60cm <b>Thickness</b> 34mm minimum</p> <p><b>Density:</b> 1500 kg/m<sup>3</sup> minimum</p> <p><b>Supporting Structure:</b> Hard Aluminium metal frame base, complete with cable duct routes, concealed lighting and fire suppression system outlets.</p>	LOT
3	<b>Fire rated Security Access Doors</b>	<p><b>Steel door:</b> with a minimum of 1000 width x 2400 height with fire rating of 2 hours.</p> <p><b>Access System:</b> Biometric Supported</p>	1 1
4	<b>Free Standing Containment</b>	<b>Free standing containment Unit:</b> shall be used for separation of hot and cold airflows between rows of cabinets to improve energy efficiency and cooling performance/ reliability. <b>Compliant Standards:</b> CE, EU Code of Conduct for Data Centres - best practises, CLC/TR 50600-99-1:2017 Information technology - Data centre facilities and infrastructures: Recommended practices for energy management.	1
5	<b>Active Cooling System</b>	<p><b>Refrigerant based cooling:</b> Proposed DX (Direct eXpansion Cooling Units) DX – General: <b>Size:</b> Width: 300 mm Depth: 1000 mm Heights: 2000mm minimum.</p> <p><b>Cooling Unit Capacity:</b> DX based cooling units should have cooling capacity of a minimum 8kW at 35°C; Return air temp at 25% RH.</p> <p><b>Working Principle/Layout:</b> The DX system shall consist of an indoor unit containing the indoor heat exchanger, fan section and controller. The outdoor unit shall contain the compressor, expansion valve, outdoor condenser and fan section as well as the outdoor controller. Between the indoor and outdoor unit shall be the refrigerant liquid and gas pipe.</p>	LOT

		<p><b>DX - Control Principle &amp; mechanism:</b> DX based cooling units shall have an inverter compressor in the outdoor unit to manage the proper thermal capacity for the application in an energy efficient manner. Control range should be between 30-100% of the cooling capacity.</p> <p><b>Cooling &amp; Monitoring:</b> The system deployed should have active control monitoring sensors, temperature and humidity sensors for controlled precision cooling, Fans Monitoring, Fire and Water Alarm raising capability and fault reporting via sms, email e.t.c</p>	
6	<p><b>Fire suppression systems for server room and Data Centres - Reduce Oxygen</b></p>	<p><b>Fire suppression system</b> or any other <b>Inert gas method</b> used to reduce oxygen level oxygen levels to between 12-14% - Low pressure IG55. A gas mix of 50 Argon, 50% Nitrogen and and 8% CO2 minimum.</p> <p>Discharge capability of <b>payload within 1 - 2 minutes.</b></p> <p>Work with <b>higher pressures</b> - 200 Bar or 300 Bar With <b>high Pressure relief venting</b></p> <p><b>Fire Suppression Control Panel</b> - made up of two to three fire zones, a gas release button, Auto and Manual key switch and built in batter backup (for power failures)</p> <p><b>Smoke Detection</b> - A minimum of 6 smoke detectors, located in all voids, i.e. room, ceiling and floor voids</p> <p><b>Audible Alarms</b> - Bells and Souders, with an audible alarm for fire which has been detected in the room and alarm warning of an imminent fire suppression gas release</p> <p><b>Warning Signs:-</b> Warning signs on doors that you are about to enter a fire suppression controlled area and others showing manual gas release points</p> <p><b>Proper venting</b> and release ducting</p>	<p><b>LOT</b></p>
7	<p><b>Power Requirements</b></p>	<p><b>AC Power Requirement:</b> 3 Phase (3KW) clean AC Power terminating on a standard 3-Phase Power control &amp; distribution Board.</p> <p><b>Power Cables:</b> cables of minimum <b>660/1100-volt grade</b> manufactured according to the appropriate British Standards requirements, in <b>two-three-or four-core construction</b>. All power to be properly laid in trays and provisioned to active equipment through the power routing in the containment.</p> <p><b>Power Monitoring Sensors:</b> Proposed system should have Power relay and monitoring sensors to monitor;</p> <p>i. UPS power (<i>As Per specs Attached</i>)</p> <p>ii. AC Dual voltage detectors</p> <p>iii. 3 phase AC voltage transducer</p> <p>iv. 3 phase KW Power transducer unbalanced/balanced</p> <p><b>Alert Notifications Supported</b></p> <p>i. Email</p> <p>ii SNMP</p> <p>iii. Siren</p> <p>iv. Webpage alerts</p> <p>v. Voice phone calls</p> <p>vi. SMS Messages</p> <p>vii. Front panel LEDs Alerts</p>	<p><b>LOT</b></p>

		<b>Standard Power Distribution Units (PDU)</b> able to distribute the electrical power inside 42U cabinet <b>Compliant Standards:</b> EN 50600-2-2, IEC 60320, IEC 60309, IEC TR 60083 <b>Mounting:</b> Horizontal or vertical mount as suitable. <b>Number of Outlets:</b> + C12 [4] with locking Minimum.	
8	<b>Structured Cabling Requirements</b>	<b>Trunking:</b> minimum 150mm x 50mm Perforated metallic trunking sheets Roof-mounted.	<b>30</b>
		<b>Floor Cabling:</b> Underneath - as per provisioned cable trays underneath the floor supporting aluminum structure.	
		<b>Data Cable Rolls: CAT 6a Siemon Ethernet Cable</b> or approved equivalent. Enhanced UTP (twisted copper of cat 6 grade and meet ANSI/TIA/EIA-568-Aj and ISO/IEC 11001standards, Complete with <b>data RJ45 Modules.</b>	<b>8</b>
		<b>Termination:</b> On cabinet hosted Patch Panel (48) units	
		<b>Patch Panels:</b> conform to ANSI/TIA/EIA-568A and be rack mounted. Equipped with RJ45 contacts of UTP standard with maximum ohms sockets with capacity of 48 ports.	<b>12</b>
		<b>Labelling:</b> As per ANSI/TIA/EIA-568-Aj standard.	
9	<b>Environmental monitoring Sensor System</b>	i. Internal sensors: temperature, humidity and power	<b>LOT</b>
		ii. External configurable sensors (such as temperature, humidity, temperature/humidity, liquid detection, smoke detection, glass break, vibration and motion sensors) via RJ45 connectors.	
		iii. Dry contact input devices, such as door contact sensors, via terminal pair connectors	
		iv. Dry contact output devices, such as fans or door locks, via terminal pair connectors	
10	<b>Window, Vents &amp; Air-outlets Blanking &amp; Sealing Works</b>	i. Reconstuction Works - 100pcs masonry machine cut building blocks, Wall Sanding & Uniform Paint work Plus Cost of Works	<b>LOT</b>
		ii. 30bags - Nguvu CEM IV/B(P) 32,5R Pozzolanic Cement	<b>30</b>
		iii. Ballast - 1 ton	<b>1</b>
		iv. Fine River Sand - 2 Tons	<b>2</b>
		v. Walls Fire proofing - use of Acoustic Gypsum boards, Use of composite sheets made of fire-resistive elastomeric sheet and fibreglass material.	<b>LOT</b>
11	<b>Un-interruptible Power Supply Unit</b>	Smart Online -UPS VT 20kVA 400V w/4 Batt. Mecer 20KVA UPS 40x12V 9Ah batteries 3 phase smart UPSMod., Start-Up 5X8, Internal Maint Bypass, Parallel Capability	<b>1</b>
12	<b>Network Switches</b>	48G-PoE+ Switch, 4 fixed Gigabit Ethernet SFP ports 48 RJ-45 autosensing 10/100/1000, PoE+ ports (IEEE 802.3 Type 10BASE-T, IEEE 802.3u Type, 100BASE-TX, IEEE 802.3ab Type 1000BASE-T, IEEE 802.3at PoE+); Media Type: Auto-MDIX; Duplex: 10BASE-T/100BASE-TX: half or full; 1000BASE-T: full only 4 fixed Gigabit Ethernet SFP ports, 1 dual-personality (RJ-45 or USB micro-B) serial console port.	<b>2</b>

## **BILL OF QUANTITIES**

**NOTE:**

- The bidder should attach their own detailed price schedule in a separate sheet.
- In case of discrepancy between unit price and total, the unit price shall prevail.
- Total amount to include applicable taxes (in kshs).

<u><b>No</b></u>	<u><b>ITEM</b></u>	<u><b>QTY</b></u>	<u><b>UNIT PRICE</b></u>	<u><b>AMOUNT</b></u>
1	Data Cabinets - Standard Network Cabinet	2		
2	Raised Flooring Slabs	LOT		
3	Fire rated Security Access Doors	LOT (As per Schedule of Requirements)		
4	Free Standing Containment	1		
5	Active Cooling System	LOT		
6	Fire suppression systems for server room and Data Centers - Reduce Oxygen	(As per Schedule of Requirements)		
7	Power Requirements	(As per Schedule of Requirements)		
8	Structured Cabling Requirements	(As per Schedule of Requirements)		
9	Environmental monitoring Sensor System	(As per Schedule of Requirements)		
10	Window, Vents & Air-outlets Blanking & Sealing Works	(As per Schedule of Requirements)		
11	Un-interruptible Power Supply Unit	(As per Schedule of Requirements)		
12.	1 Year AMC (Annual Maintenance) of the DC equipment.	1		