



**NATIONAL CONSTRUCTION
AUTHORITY**

**TENDER FOR MAINTAINANCE OF DATA CENTRE AND
VARIOUS ICT EQUIPMENTS**

TENDER NO. NCA/T/010/2017-2018

CLOSING DAY: FRIDAY 12TH JANUARY, 2018 AT 11.00AM

DECEMBER, 2017

**MANAGER, SUPPLY CHAIN
NATIONAL CONSTRUCTION AUTHORITY
P. O. BOX 21046- 00100
NAIROBI.
procurement@nca.go.ke**

**EXECUTIVE DIRECTOR
NATIONAL CONSTRUCTION AUTHORITY
P.O. BOX 21046 - 00100
NAIROBI.**

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SECTION I - INVITATION TO TENDER

Date: Friday 22nd December, 2017

Tender Ref No. NCA/T/010/2017-2018

Tender Name: MAINTAINANCE OF DATA CENTRE AND VARIOUS ICT EQUIPMENTS

- 1.1 The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, Cap 499A, with the responsibility to oversee the construction industry and coordinate its development.
- 1.2 The Authority invites sealed bids from interested candidates for Servicing and maintenance of photocopying machines, printers and scanners.
- 1.3 Eligible and interested Bidders may obtain further information and inspect the bidding documents at **Supply Chain Office** situated at the National Construction Authority Headquarters on **9th floor KCB Plaza, Kenya Road, Upper Hill** between 8.00am and 5.00pm Kenyan Time, Monday to Friday except lunchtime between 1.00pm to 2.00pm and on public holidays.
- 1.4 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000/=** (One thousand shillings only) deposited in NCA's KCB account 1136368019 Milimani Branch.
- 1.5 The document may also be downloaded free of charge from the IFMIS suppliers' portal: **supplier.treasury.go.ke** and/or the National Construction Authority's website: **www.nca.go.ke**. Bidders who download the tender document must register with NCA the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be through **procurement@nca.go.ke**
- 1.6 A site visit for lot I & II will be held on **8th January, 2018, at KCB Towers, Upper Hill 10th Floor from 10am-1pm** and all the bidders interested in these lots must attend and get a signed and stamped certificate of tenderers site visit.
- 1.7 All the bids must be accompanied by a bid security of **Kshs. 50,000** (Kenya Shilling Fifty Thousand) in form of unconditional bank guarantee from a reputable bank in Kenya or any approved origin by PPRA valid up to 150 days from the date of opening of the tender.
- 1.8 Prices quoted should be inclusive of all taxes and must be expressed in Kenya shillings and will remain fixed throughout the contract period (**Thirteen Month**)
- 1.9 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **9th floor, KCB Plaza Building** or be addressed to:

**Executive Director
National Construction Authority
P O Box 21046 – 00100
NAIROBI, KENYA**

so as to be received on or before **Friday 12th January, 2018 at 11:00 am** Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **NCA Boardroom on 9th Floor, KCB Plaza, Nairobi.**

Manager Supply Chain

For: Executive Director

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II -INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the 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 NCA's 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 NCA 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 NCA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance to 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) Manufacturer's Authorization Form
- (ix) 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 NCA in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 NCA 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, NCA, 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, NCA, 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 NCA, 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) 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 2.1.2 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 2.2.1 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 entity.

2.10.3 Prices quoted by the tender 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 NCA'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 NCA'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 NCA; and
 - (c) A clause-by-clause commentary on NCA'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 goods, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 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 is required to protect NCA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.3 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 NCA and valid for thirty (30) days beyond the validity of the tender.
- 2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by NCA as non-responsive, pursuant to paragraph 2.22.

2.14.5 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 NCA.

2.14.6 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

2.14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by NCA 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 NCA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NCA as non-responsive.

2.15.2 In exceptional circumstances, NCA 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 Bidders 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 NCA 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," Friday 12th January, 2018 at 11:00 am**

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, NCA will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

Tenders must be received by NCA at the address specified under paragraph 2.17.2 no later than **Friday 12th January, 2018 at 11:00 am**

2.18.1 NCA 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 NCA 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 Procuring 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 NCA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 NCA 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

NCA will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday 12th January, 2018 at 11:00 am** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as NCA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.2 NCA 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 NCA 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 NCA in their tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 NCA 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 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
- 2.22.3 NCA 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 NCA 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. NCA'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 NCA 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, NCA 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.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 NCA 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 NCA

2.26.1 Subject to paragraph 2.21 no tenderer shall contact NCA 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 NCA 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, NCA 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 NCA 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 NCA 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 NCA 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) **Procuring entity's Right to Vary quantities**

2.27.5 NCA 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

(c) **Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 NCA 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 NCA's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, NCA 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 2.30, NCA 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 NCA notifies the successful tenderer that its tender has been accepted, NCA 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 NCA.

2.30 Performance Security

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.29 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event NCA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 NCA 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
- (ii) of value to influence the action of a public official in the procurement process or in contract execution; and
- (iii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NCA, 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 NCA of the benefits of free and open competition;

2.31.2 NCA 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

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	<i>Open to all eligible tenderers</i>
2.14.1	<i>Tender security of Kshs. 50,000 in form of unconditional bank guarantee from a reputable bank in Kenya or any approved origin by PPRA valid up to 150 days from the date of opening of the tender.</i>
2.18.1	Friday 12th January, 2018 at 11:00 am
2.20	<i>As in 2.18 above</i>
2.30	<i>Performance security equivalent to 5% of the tender sum required Within thirty 30 days of the receipt of notification of award</i>

EVALUATION CRITERIA

PRELIMINARY REQUIREMENTS (MANDATORY) FOR LOT 1 & 2

No.	Documents to be submitted	
1.	Duly filled, signed and stamped form of tender	
2.	Copy of valid tax compliance certificate.	
3.	Copy of certificate of registration/ Incorporation.	
4.	Dully filled, signed and stamped confidential business questionnaire.	
5.	Schedule of requirement dully filled and stamped and requirement satisfactory met.	
6.	Attach dully filled, signed and stamped certificate of pre-tender site visit.	
7.	Attach a formal letter from at least 3 sites where preventive, maintenance of data center and infrastructure has been done by the bidder	
8.	Copy of valid single business permit from County Government for 2017.	
9.	Tender security of Kshs. 50,000 in form of unconditional bank guarantee from a reputable bank in Kenya or any approved origin by PPRA valid up to 150 days from the date of opening of the tender.	
10.	Duly filled, signed and stamped Manufacturer's Authorization letter for (EMC and CISCO, for LOT I) and (APC, DENCO, FIKE for LOT II)	
11.	Audited account for 3 years (2014, 2015 and 2016)	
12.	Duly filled, signed and stamped self-Declaration form	
13.	Duly filled, signed and stamped Anti-Corruption Declaration form.	
14.	Original and copy of Tender document MUST be paginated/serialized/ Numbered sequentially on all pages including attachments.	

PRELIMINARY REQUIREMENTS (MANDATORY) FOR LOT 3 & 4

No.	Documents to be submitted	Yes/No
1.	Duly filled, signed and stamped form of tender	
2.	Copy of Valid tax compliance certificate.	
3.	Copy of Certificate of registration/ Incorporation.	
4.	Dully filled, signed and stamped confidential business questionnaire	
5.	Copy of valid Single Business Permit from County Government for 2017.	
6.	Original tender security of Kshs. 50,000 in form of unconditional bank guarantee from a reputable bank or Eligible Insurance Companies valid for 150 days from the date of tender opening.	
7.	Bidders are required to attach letters of accreditation from the respective manufacturer for each equipment you intend to maintain/ service: <ul style="list-style-type: none"> • HP Computers • Dell Computers • HP Printers • Konica Minolta printers • Sony Projectors • Samsung Tablets • Apple iPads/iMac/MacBook's 	
8.	Audited account for 3 years (2014, 2015 and 2016)	
9.	Attach at least one (1) Order or Contract from a public institution as proof of having carried out similar maintenance services. (<i>Proof of maintenance for the specific machine is required to qualify for each lot. i.e. order/contract for maintenance of photocopying machine and/or printers and/or Scanners</i>)	
10.	Duly filled, signed and stamped self-Declaration form	
11.	Duly filled, signed and stamped Anti-Corruption Declaration form.	
12.	Original and copy of tender document MUST be paginated/serialized/ numbered sequentially on all pages including attachments.	

TECHNICAL EVALUATION FOR LOT 1 & 2

	Requirements (Submit evidence)	Score (%)															
1.	Experience in installation and maintenance of EMC, Cisco UCS Servers and Storage or similar equipment. (IBM Blade Servers, IBM Storage, VMware and Windows Operating Systems. Uninterrupted Power Supply, FIRE-SUPPRESSION & Air Conditioning. <i>(No. of years)</i> <i>(1 marks for each year upto a maximum 9 marks)</i>	9															
2.	Appropriateness of the methodology and work schedule and the completeness of the description of the same in relation to the TORs, particularly with respect to the outlined objectives. a) Technical approach and methodology <i>(3 marks)</i> b) Bidders additional suggestions & proposals on the TORs <i>(3 marks)</i> c) Organization and Staffing <i>(3 marks)</i> d) Understanding & conformity to the TOR <i>(3 marks)</i>	12															
3.	Provide 5 clients' references letters for <u>similar</u> assignments successfully undertaken. <i>(3 marks)</i> . <i>Attach recommendation /reference letters in clients' letterhead.</i>	15															
4.	Five (5) duly filled and stamped Client reference forms in the format provided (3 points for each upto a maximum of 5 CR forms).	15															
5.	Financial Capability: Liquidity ratio for the latest 3 years <i>(attach documentary evidence)</i> <ul style="list-style-type: none"> • Greater than 2:1 ratio (3 Marks up to a maximum of 9 Marks) • Equal to 2:1 ratio (2 Marks each) • Less than 2: 1 ratio (0 Marks) 	9															
6.	Key professional staff qualifications and competence for the assignment Team Leader; a) General experience in ICT and or Electrical/Electronic or Air conditioning and refrigeration or Mechanical related field, <i>(Attach CV in format provided)</i> <i>(prorate 1 mark for each year upto a maximum of 8 years)</i>	8															
7.	Education Qualification Team Leader <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"> <ul style="list-style-type: none"> • Degree in ICT or Electrical/Electronic or Mechanical related field from a recognized university. <i>(6 marks)</i> • Diploma in ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical related field from a recognized university. <i>(4 marks)</i> • Certificate in ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical related field from a recognized university. <i>(3 marks)</i> <i>(Attach copies of certificates)</i> </td> <td style="width: 10%; text-align: center; vertical-align: top;">6</td> <td style="width: 10%;"></td> </tr> <tr> <td> <ul style="list-style-type: none"> • Specific experience in maintenance and repairs of ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical system and infrastructure. <i>(Attach Cv's in format provided)</i> <i>(1 Mark for each year upt a max of 6 marks)</i> </td> <td style="text-align: center; vertical-align: top;">6</td> <td style="text-align: center; vertical-align: top;">10</td> </tr> <tr> <td colspan="3">Two Other Senior Staff</td> </tr> <tr> <td> <ul style="list-style-type: none"> • Degree in ICT or Electrical/Electronic or Mechanical related field from a recognized university – <i>(5 marks each)</i> • Diploma in ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical related field from a recognized university. <i>(4 marks)</i> </td> <td style="text-align: center; vertical-align: top;">10</td> <td style="text-align: center; vertical-align: top;">10</td> </tr> </table>	<ul style="list-style-type: none"> • Degree in ICT or Electrical/Electronic or Mechanical related field from a recognized university. <i>(6 marks)</i> • Diploma in ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical related field from a recognized university. <i>(4 marks)</i> • Certificate in ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical related field from a recognized university. <i>(3 marks)</i> <i>(Attach copies of certificates)</i> 	6		<ul style="list-style-type: none"> • Specific experience in maintenance and repairs of ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical system and infrastructure. <i>(Attach Cv's in format provided)</i> <i>(1 Mark for each year upt a max of 6 marks)</i> 	6	10	Two Other Senior Staff			<ul style="list-style-type: none"> • Degree in ICT or Electrical/Electronic or Mechanical related field from a recognized university – <i>(5 marks each)</i> • Diploma in ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical related field from a recognized university. <i>(4 marks)</i> 	10	10	6	6	10	10
<ul style="list-style-type: none"> • Degree in ICT or Electrical/Electronic or Mechanical related field from a recognized university. <i>(6 marks)</i> • Diploma in ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical related field from a recognized university. <i>(4 marks)</i> • Certificate in ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical related field from a recognized university. <i>(3 marks)</i> <i>(Attach copies of certificates)</i> 	6																
<ul style="list-style-type: none"> • Specific experience in maintenance and repairs of ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical system and infrastructure. <i>(Attach Cv's in format provided)</i> <i>(1 Mark for each year upt a max of 6 marks)</i> 	6	10															
Two Other Senior Staff																	
<ul style="list-style-type: none"> • Degree in ICT or Electrical/Electronic or Mechanical related field from a recognized university – <i>(5 marks each)</i> • Diploma in ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical related field from a recognized university. <i>(4 marks)</i> 	10	10															

	<ul style="list-style-type: none"> • Certificate in ICT or Electrical/Electronic or Air conditioning and refrigeration or Mechanical related field from a recognized university. (3 marks) (Attach copies of certificates) 		
	<ul style="list-style-type: none"> • Specific experience in maintenance and repairs of ICT or Electrical/ Electronic or Air conditioning and refrigeration or Mechanical system and infrastructure (Attach Cv's in format provided) (1 mark for each year upto a max of 10 marks) 	10	
	Total points		100
The minimum technical score required to pass is:70 %			

TECHNICAL EVALUATION FOR LOT 3 & 4

	Requirements (Submit evidence)	Score (%)				
	Past Experience:-					
1.	<p>Appropriateness of the methodology and work schedule and the completeness of the description of the same in relation to the TORs</p> <p>a) Technical approach & methodology (4 marks)</p> <p>b) Bidders additional suggestions & proposals on the TORs (4 marks)</p> <p>c) Organization & staffing (2marks)</p> <p>d) Understanding & conformity to the TORs (2 marks)</p>	12				
2.	<p>Similar experience in carrying out maintenance and repairs of the specific ICT equipment indicated in each lot - (4 marks each maximum 20 marks)</p> <ul style="list-style-type: none"> • Lot 3- Attach copies of orders or contracts for servicing of Computing devices • Lot 4 - Attach copies of orders or contracts for servicing of printers, copiers & Scanners <p><i>(Each lot will be scored individually for the specific equipment as indicated above)</i></p>	20				
3.	<p>Provide 5 clients' references letters for similar assignments successfully undertaken. (2 marks each). <i>Attach recommendation /reference letters in clients' letterhead.</i></p>	10				
4.	<p>Five (5) duly filled and stamped Client reference forms in the format provided (2 points for each upto a maximum of 5 Client Reference forms)</p> <p>Client Reference Form Rating</p> <ul style="list-style-type: none"> • Excellent (3 points each) • Good (2 point each) • Average (1 points) • Poor (0 points) 	15				
5.	<p>Financial Capability:</p> <p>Liquidity ratio for the latest 3 years (<i>attach documentary evidence</i>)</p> <ul style="list-style-type: none"> • Over 2:1 ratio – 3 points each • 2:1 ratio Max-2 points each • 1: 1 ratio Max – 1 points each • Less – 0 point 	9				
6.	<p>Education Qualification Team Leader</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;"> <ul style="list-style-type: none"> • Degree in relevant discipline from a recognized institution. (6 marks) • Diploma in relevant discipline from a recognized institution. (5 marks) • Certificate in relevant discipline from a recognized institution.(3 marks) <p><i>(Attach copies of certificates)</i></p> </td> <td style="width: 10%; text-align: center; vertical-align: middle;">6</td> </tr> <tr> <td> <ul style="list-style-type: none"> • Experience in maintenance and repairs of ICT equipment's. (<i>Attach Cv in format provided</i>) (1 Mark for each year up a max of 8 marks) </td> <td style="text-align: center; vertical-align: middle;">8</td> </tr> </tbody> </table>	<ul style="list-style-type: none"> • Degree in relevant discipline from a recognized institution. (6 marks) • Diploma in relevant discipline from a recognized institution. (5 marks) • Certificate in relevant discipline from a recognized institution.(3 marks) <p><i>(Attach copies of certificates)</i></p>	6	<ul style="list-style-type: none"> • Experience in maintenance and repairs of ICT equipment's. (<i>Attach Cv in format provided</i>) (1 Mark for each year up a max of 8 marks) 	8	6 8
<ul style="list-style-type: none"> • Degree in relevant discipline from a recognized institution. (6 marks) • Diploma in relevant discipline from a recognized institution. (5 marks) • Certificate in relevant discipline from a recognized institution.(3 marks) <p><i>(Attach copies of certificates)</i></p>	6					
<ul style="list-style-type: none"> • Experience in maintenance and repairs of ICT equipment's. (<i>Attach Cv in format provided</i>) (1 Mark for each year up a max of 8 marks) 	8					

7.	<i>Two Other Technical Staff</i>		10
	<ul style="list-style-type: none"> • Diploma in relevant discipline from a recognized institution. <i>(5 marks)</i> • Certificate in relevant discipline from a recognized institution. <i>(4 marks)</i> <i>(Attach copies of certificates)</i> 	10	
	<ul style="list-style-type: none"> • Experience in maintenance and repairs of ICT equipment's <i>(Attach CV in format provided)</i> <i>(1 mark each year upto a maximum of 5 year each staff)</i> 	10	10
Total points			100
The minimum technical score required to pass is:70 %			

Note: Cut off points for the technical evaluation shall be 70 percent and bidders who shall not have attained this mark shall not proceed to the next stage of the evaluation process.

FINANCIAL EVALUATION

The firm achieving the lowest evaluated price after qualifying in technical evaluation shall be recommended for award.

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 NCA 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 goods, machinery, and/or other materials, which the tenderer is required to supply to NCA under the Contract.
- (d) "NCA" 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 NCA for the procurement installation and commissioning of goods

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 NCA'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 NCA 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 NCA'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 NCA and shall be returned (all copies) to NCA on completion of the Tenderer's performance under the Contract if so required by NCA

3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify NCA 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 NCA'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 NCA 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 NCA 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 NCA 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 NCA, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by NCA 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 NCA or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. NCA 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 NCA.

3.8.3 Should any inspected or tested goods fail to conform to the specifications, NCA may reject the goods, and the tenderer shall either replace the rejected goods or make alternations necessary to make specification requirements free of costs to NCA.

3.8.4 NCA'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 goods having previously been inspected, tested and passed by NCA or its representative prior to the goods 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 Procuring entity 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 NCA 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 NCA 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 NCA's prior written consent

3.15 Subcontracts

- 3.15.1 The tenderer shall notify NCA 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 NCA 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 periods specified in the Contract, or within any extension thereof granted by NCA
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of NCA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event NCA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the tenderer shall be liable to NCA 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, NCA 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 NCA 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.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	Performance security equivalent to 5% of the tender sum required Within thirty 30 days of the receipt of notification of award
3.10	i) Delivery shall be to NCA Headquarters, KCB Towers 9th floor ii) Order will be placed with the supplier by way of an official Local Purchase Order (LPO/LSO) iii) Orders shall be executed by the supplier as specified on the LPO/LSO. iv) Invoice must be received from supplier immediately on delivery of goods/service.
3.12.2	<ul style="list-style-type: none"> • Credit period shall be 30 days from the receipt of invoice. • Payment shall be done every quarter after provision of the service
3.13.1	There shall be no price adjustments.
3.18.1	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per the provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by parties and in failure of such an agreement by the chairperson for the time being of the Chartered Institute of Arbitrators Kenya Branch and award given shall be final.

SECTION V: TERMS OF REFERENCE

SCHEDULE OF REQUIREMENT

INTRODUCTION

The National Construction Authority (NCA) has installed various ICT hardware and systems to support its business operations. The systems consist of Windows based production Cisco servers, EMC VNX Storage devices, Tape and Networker backup Server, Switches, Routers, Access Points, surveillance cameras and Unified Communications Servers (UCS), VMWare Server Hosts and Access Control System.

The Authority now requires the services of a qualified service provider to provide support and maintenance of the above systems/equipment.

These specifications describe the general requirements for the renewal of WAF licenses and the supply, delivery and installation of a database security solution respectively.

- a) Bidders are advised to visit the Authority's premises at their own expense to obtain any additional information that may be necessary for the preparation of the bid and in which case prior written request must be made to the NCA specifying the personnel or agent to undertake this assignment after which permission will be granted.
- b) Bidders shall bear all costs associated with the preparation and submissions of the bid and the Authority will not be liable or responsible for these costs or any other costs incurred by the Bidder regardless of the outcome of the bidding process.
- c) The LOTs will be awarded separately.
- d) **Bidders will be required to carry out services and repairs of ICT equipment's for LOT III and IV at the various NCA regional offices. Note, your quote must be inclusive of all additional cost including transport.**
- e) In the bidder's response to the technical Specifications, "YES", "YES WE CAN", will be considered as NON-RESPONSIVE and will not be awarded any scores. Bidders are required to back up their response by giving comprehensive information on how the requirement would be achieved. In addition, bidders shall provide enough documentation to back up their compliance to technical specifications claims. Reference to these documents should be direct and specific.

LOT 1. MAINTENANCE AND SUPPORT OF DATA CENTER INFRASTRUCTURE

The particular specification details the requirements for provision of annual maintenance for the National Construction Authority (NCA) Datacentre. The Annual Maintenance Contract shall include periodic maintenance of all equipment and management of the processes or procedures to ensure reliable, safe and effective operation at NCA Data Centre. During the mentioned AMC period, 99% for all the Data Centre Components will be required to perform at their optimum efficiency.

a) **Provision of onsite preventative hardware maintenance**

On-site preventative maintenance will involve quarterly servicing all NCA data centers server equipment's based in Nairobi. The Preventative Hardware Maintenance will also apply to IT equipment purchased during the validity of the maintenance contract. Lists of Server Preventive Maintenance Activities include but not limited to the following;

1. Servers Preventive Maintenance checklist
 - To check System health.
 - To check External Warning/Error Indicator
 - Check FANS / Power Modules / Overtemp
 - To check system log file.
 - To check mirror disk/UX health
 - To check PIM Info
 - To check MPE
 - To run System Diagnostic for CPU, memory and Hard disk.
 - To update applicable firmware patches
 - Provide info on server utilization
 - Surface clearing, i.e. Blowing dust from interior of all equipment
 - Cleaning of electro-magnetic surfaces using professionally approved tools and chemicals. Internal dust removal using appropriate tools
 - Cleaning and maintenance of movable parts.
 - Routine inspection and performance testing and configurations of each item of equipment in conjunction with NCA technical staff
2. SAN Storage Array's, VTL and Tape Libraries.
 - Check and Verify secure fiber and connectivity
 - Check and verify Array's Event/Error Log (if any)
 - Check total Hard disk and space utilization
 - Update firmware patches
 - Check fan and power supply

b) **Provision of onsite remedial hardware maintenance**

Remedial maintenance refers to service of servers and related datacentre equipment's and shall be carried out on those that have broken down and requires more corrective methods. It will include detailed diagnostics of the problem, supply and installation of spares. In cases where a server is down, a temporary replacement is to be provided beforehand for use.

Contractors will be required to maintain adequate levels of critical spares, at own cost, for components that regularly breakdown so as to ensure quick return to service of equipment. (Refer to schedule of IT Equipment's).

c) Provision of computer hardware maintenance for equipment under warranty.

The contractor will be required to supply and install spare parts for all servers and related equipment's under warranty. This will include all IT equipment purchased during the validity of the maintenance contract.

d) Provision of onsite curative hardware maintenance.

Curative maintenance (upon a service call being made by the Authority), which will entail;

- i. The inspection, testing and diagnosing any fault reported in an item of equipment and;
- ii. Carrying out of such repairs, replacement of faulty parts, cleaning or adjustment as shall be necessary to remedy the fault.

LOT II. MAINTENANCE AND SUPPORT OF INDUSTRIAL UPS, HVAC (HEATING, VENTILATION, AND AIR CONDITIONING) AND THE FIRE DETECTION AND SUPPRESSION SYSTEM

a) Quarterly Maintenance Activity for UPS (both type 160 KVA & 10 KVA)

- Cleaning up of Unit, Visual Inspection to check any deformation.
- Checking and Adjustment of Power parameters like input. Output, DC voltage & Current.
- Checking and Adjustment of Control parameters on different PCBs.
- Checking of tightness and cleaning of battery terminals. Functional Checking of Rectifier section.
- Functional Checking of Inverter section. Functional Checking of Static Switch Section. Checking of Wire wound components
- Operational test of the system including unit transfer and battery discharge.
- Install or perform Engineering Field Change Notices (FCN) as necessary.
- Checking and Maintenance activity for LT panel (yearly basis).
- Cleaning up of dust & greasing (only on moving parts) of total panel.
- Do the tightness of the junction points/nuts & bolts. Checking the breaker settings & function. Measuring of Panel earthing value & connections. Checking of the cable sockets conditions.
- Repair & replacement of cable sockets in case of requirements. Checking of measuring meters & its functions. Repair only in case of requirement (There will not be any standby meter during repairing period).
- Repair & replacement of MCB/MCCB/Contractor/Relay/Circuit Breakers.
- Under Voltage and Over Voltage trip settings checking. Replace Phase failure unit/voltage balancing

b) Yearly Maintenance activity for electrical equipment

- Checking of proper functioning of Main Switch.
- Checking of proper body earthing of Main Switch.
- Checking of proper functioning of indoor, outdoor, light and power sockets.
- Compressive checking of any loose termination within Main Switch, ACDB and other. MCB's and proper functioning of ACDB.
- Checking for functionality of CLEAN POWER CENTRE (CPC) and provide necessary maintenance for all components of CPC so as to provide continuous supply of AC power to the equipment connected with CPC installed at Data Centre.
- Checking of voltage level in the Utility Panel and provide necessary maintenance for all components of Utility Panel for the continuous flow of power to the equipment connected with the Utility Panel installed at Data Centre
- Checking of functionality of Utility Output DB connected with 10 KVA UPS and providing necessary maintenance for continuous supply of power to the 10 KVA UPS.
- Checking of functionality of LDB connected with all Lighting points of the Data Center and providing necessary maintenance for continuous supply of AC power to the Lighting equipment.
- Checking for functionality of PDB connected with all power points of the Data Center and providing necessary maintenance for continuous supply of AC power to the power points.
- Providing extra Cable Trays if required. For any damage of existing trays and for installation of new equipment at Data Center for proper cabling of the system.
- Replacing Cable and Termination kits as may be required for the proper functioning of the system.
- Checking of Wiring, MCB, Switches etc. installed at NCA Data Center as well as providing necessary replacement whenever required for smooth functioning of the system.
- Check all the lighting equipment with allied accessories and replacement shall be made if required.
- Checking of Industrial sockets, plugs and related components and replacement shall be made if required.

c) Quarterly Maintenance activity for batteries for 10 KVA UPS, 160 KVA UPS and dg sets.

- Checking of Battery Health.
- Replacement of UPS Batteries & DG Set Batteries if required. Checking of any loose termination of battery bank.
- Checking of petroleum gel on the junction points.
- Proper cleaning of termination of battery bank with greasing of terminals.

- Checking of body earthing of battery bank.
- Checking of individual cell voltages in float, boost mode.
- Yearly Maintenance activity for automatic transfer switch (ATS).
- De-energize the switchgear.
- Test and re-calibrate all trip sensing and time delay functions in the switchgear.
- Vacuum clean the accumulated dust from the ATS and accessory panels.
- Inspect for moisture or signs of previous wetness or dripping. Remove any grime with an approved solvent.
- Inspect all insulating parts for cracks or discoloration due to excessive heat.
- Inspect all main arcing contacts for excessive erosion.
- Inspect all main current-carrying contacts for pitting and discoloration due to excessive heat.
- Inspect all control relay contacts for excessive erosion and discoloration due to excessive heat.
- Manually operate the main transfer movement to check proper contact alignment, deflection, gap, and wiping action.
- Check all cable and control wire connections to the transfer switch control and sensing panel and other system components and tighten if necessary.
- Re-energize the switchgear and conduct a test by simulating a normal source failure.
- Testing of ATS with Test Switch.

d) Quarterly Maintenance Activity For HVAC Systems

- Cleaning up of Unit, Air Filter, cooling coil & condenser coil. Cleaning of Humidifier bottle, electrodes, water supply strainer and drain inside the machine.
- Checking of drive belt & replace if necessary upon approval of Project Engineer. Lubrication of bearings if necessary.
- Checking up of operation of Unit, Controller & condenser. Combing of fins of condenser & Evaporator coil if necessary. Measurement of current in each individual equipment.
- Checking of all the overload relay settings.
- Checking of all electrical components for loose connections and tightening if necessary.
- Checking of refrigeration piping for any gas leakages.
- Checking of refrigeration system and pressure readings.
- Checking about the temperature of datacenter, which must be maintained at a set temperature between 18 and 22 degrees Celsius 24 hours a day, 7 days a week. Temperature must be maintained to 1 Degree Celsius from the set temperature.
- Checking and maintaining constant humidity level of 50 percent, plus or minus 10 percent (45 percent to 55 percent) in the DC server room.

- Checking of pulleys, Motor mounts, and Condenser fan mounts etc.
- Checking of panel insulation.
- Checking of temperature readings and humidity readings
- Checking of Microprocessor controllers for operation.
- Replacement of sheet metal parts (excluding Condenser coils, consumables & air filters).
- Replacement of Condenser Coils & Air Filters.
- Topping up of R407C Gas.
- Repairs / replacement of electrical main incoming switch (Switch fuse unit), Main incoming cable, fuses, control transformers & indicating lamps.
- Repairs /replacements of Water piping & accessories, Ducting, Dampers, Duct lining, grilles, Raised floor, any kind of masonry / structural work.

e) **Quarterly maintenance activity for automatic fire detection and suppression system**

- Checking of operation and maintenance of Analogue Addressable Fire Alarm System and its components.
- Checking & cleaning up of Smoke Detectors
- Checking of functionality of Hooters, Fire Sounder, and Manual Call Points.
- Checking all pipework to determine its condition and repair where necessary.
- Performing checkup of status of gas cylinders, check up its load, pressure and ensuring its healthy operation and refilling whenever required. One time FM200 gas refilling during AMC Period (i.e. within one year) if required.

LOT III. MAINTENANCE AND SUPPORT OF COPIERS, PRINTERS AND SCANNERS

(These equipment's are located in various NCA regional offices as indicated from page 39-43)

a) **Quarterly Maintenance Activity for monochrome printers**

- Replace waste toner box
- Check drum unit
- Check staple cartridge
- Punch scrap processing
- Check and reset counters
- Clean machine for dust, exterior and internal peripherals
- Check developer unit
- Check and clean document feeders
- Check fuser unit

b) Quarterly Maintenance Activity for Colour printers

- Check drum unit
- Punch scrap processing
- Check and reset counters
- Clean printer for dust, exterior and internal peripherals
- Check paper cassettes
- Check fuser unit
- Check rollers and gears
- Check leakages on toners

c) Quarterly Maintenance Activity for Scanners

- Check scanner for errors
- Clean scanner and scanning jet
- Check power and output image after scanning

LOT IV. MAINTENANCE AND SUPPORT OF COMPUTING DEVICES

(These equipment's are located in various NCA regional offices as indicated from page 39-43)

a) Quarterly Maintenance Activity for computing devices

- Boot system from a cold start. Monitor for errors and speed of entire boot process.
- BIOS up-to-date
- Hard Disk operating Read write tasks
- DVD or CD/RW-drive firmware up-to-date
- Memory is O.K
- Unused software removed
- Temporary files removed
- Recycle Bin and caches emptied
- Periphery devices clean
- Dust removed
- No loose parts
- Airflow is O.K.
- Cables unplugged and re-plugged
- Fans are operating
- Mouse
- Clean Keyboard
- Clean Monitor
- UPS power ok.
- Check for faulty RAM/HDD/Motherboard

b) Quarterly Maintenance Activity for computing devices (Ipads)

- Check for faulty screen and parts
- Check for faulty home button
- Check for faulty volume/power keys
- Firmware/iOS/android update

c) Quarterly Maintenance Activity for computing devices (projectors)

- Boot projector from start. Monitor for errors and speed of entire boot process.
- Fans are operating
- Check for faulty Lens and parts

d) Quarterly Maintenance Activity for computing devices (CCTV)

- Check normal operation
- Clean dusts on CCTV cameras

DISTRIBUTION OF EQUIPMENT IN THE DIFFERENT REGIONS

MONOCHROME PRINTERS KONICA MINOLTA BIZ HUB 223

NO	LOCATION	SERIAL NUMBER
1.	Nairobi Regional Office	A143WY1412550
2.	Nairobi Regional Office	A0ED943600 KYOCERA 4500i
3.	Nakuru Regional Office	A143WY1412616
4.	Kisumu Regional Office	A143WY1412098
5.	Eldoret Regional Office	A143WY1412613
6.	Kakamega Regional Office	A143WY1412495
7.	Kisii Regional Office	A143WY1412580
8.	Isiolo Regional Office	A143WY1422141
9.	Nyeri Regional Office	A143WY1412550
10.	Mombasa Regional Office	A143WY1412600
11.	Embu Regional Office	A143WY1411891
12.	Head Office Training Dept	A143WY1422148
13.	Head Office Registration & Compliance Dept	A143WY1411998
14.	Head Office HR/Admin Dept	A143WY1412025
15.	Head Office Legal Dept	A143WY1425577
16.	Head Office Supply Chain Dept	A143WY1412565

HP LASER JET COLOR 476DW

NO	LOCATION	SERIAL NUMBER
1.	Nairobi Regional Office	A0ED943600 C662215744
2.	Nakuru Regional Office	CNB7GC87H8
3.	Kisumu Regional Office	CNB7GC87RH
4.	Eldoret Regional Office	CNB7H2G2CR
5.	Kakamega Regional Office	CNB7GC87GH
6.	Kisii Regional Office	CNBGC87J0
7.	Isiolo Regional Office	CN518CB0Y4
8.	Nyeri Regional Office	CN554291TQ CNB7H2G29J
9.	Mombasa Regional Office	CNB7GC87HH
10.	Embu Regional Office	CN55K1H3Y0
11.	Garissa Regional Office	CNBC87J8

HP SCANNER G4050

NO.	LOCATION	SERIAL NUMBER
1.	Nairobi Regional Office	C143WY1412550
2.	Nakuru Regional Office	CST4L4CQ60B8
3.	Kisumu Regional Office	CN526CB02C05T
4.	Eldoret Regional Office	CN5188CB0YD053
5.	Kakamega Regional Office	N518CB0VV05T7
6.	Kisii Regional Office	CN518CD0Z3
7.	Isiolo Regional Office	CNB7H2G2DF
8.	Nyeri Regional Office	CN46HCB0FV
9.	Mombasa Regional Office	518CBOWVO5T7
10.	Embu Regional Office	CN518CB0ZB
11.	Garissa Regional Office	CST4L48760

HP LASERJET PRINTER P3015

NO.	LOCATION	SERIAL NUMBER
1.	Head Office Nairobi	VNFVHQ0K5
2.	Head Office Nairobi	VNFVH6Y0N
3.	Head Office Nairobi	VNFVH3T014
4.	Head Office Nairobi	VNC4F29733 (400 PRO)
5.	Head Office Nairobi	VNFVH6YONS
6.	Head Office Nairobi	CNCJW30166

HP LASERJET PRINTER P3015

NO.	LOCATION	SERIAL NUMBER
1.	Head Office Nairobi	VNFVHQ0K5
2.	Head Office Nairobi	VNFVH6Y0N
3.	Head Office Nairobi	VNFVH3T014
4.	Head Office Nairobi	VNC4F29733 (400 PRO)
5.	Head Office Nairobi	VNFVH6YONS
6.	Head Office Nairobi	CNCJW30166

DESKTOP COMPUTERS

NO	BRAND/ MODEL	LOCATION	QUANTITY
1.	HP PRO 280 G2 MT	Head Office & regional Offices	20
2.	HP COMPAQ PRO 6300	Head Office & regional Offices	10
3.	HP PRO MICROTOWER	Head Office & regional Offices	52
4.	DELL OPTIPLEX 9010	Head Office & regional Offices	40
5.	DELL OPTIPLEX 9020	Head Office & regional Offices	30
6.	DELL OPTIPLEX 7010	Head Office & regional Offices	10
7.	APPLE IMAC	Head Office & regional Offices	5

IPADS/ TABLETS

NO	BRAND/ MODEL	LOCATION	QUANTITY
1.	IPAD AIR II	Head Office Nairobi	20
2.	IPAD AIR	Head Office Nairobi	33
3.	SAMSUNG TAB S2	Head Office Nairobi	10

SONY DATA PROJECTOR

NO	BRAND/ MODEL	LOCATION	QUANTITY
	SONY DATA PROJECTOR	Head Office Nairobi	2

SURVEILANCE CAMERAS

NO	BRAND/ MODEL	LOCATION	QUANTITY
1.	CCTV CAMERAS	Head Office Nairobi	18

LAPTOP COMPUTERS

NO	BRAND/ MODEL	LOCATION	QUANTITY
1.	HP PAVILION 15	Head Office & Regional offices	15
2.	HP ENVY DV6	Head Office	10
3.	HP 15	Head Office & Regional offices	30
4.	APPLE MACBOOK PRO A1286	Head Office & Regional offices	2
5.	APPLE MACBOOK PRO 12"	Head Office & Regional offices	2

HP & DELL

No.	REGIONS	HP	DELL
1.	Head Quarters	46	46
2.	Nairobi Region	3	5
3.	Kisumu Region	1	4
4.	Nakuru Region	5	4
5.	Nyeri Region	3	0
6.	Kericho Region	2	1
7.	Kakamega Region	2	0
8.	Eldoret Region	4	2
9.	Isiolo Region	3	1
10.	Kitale Region	2	3
11.	Bungoma Region	2	0
12.	Machakos Region	1	0
13.	Kitui region	1	4
14.	Garissa Region	3	3
15.	Makuyu Liaison Office	1	3
16.	Rongai Liaison Office	2	1
17.	Kiambu Region	1	0
18.	Kisii Region	3	1
19.	Migori Region	1	1
20.	Homabay Liaison Office	1	1
21.	Kajiado Liaison Office	2	0

HP PAVILION 15

No.	REGIONS	No.
1.	Head quarters	11
2.	Kiambu Regional Office	1
3.	Migori Liaison Office	1
4.	Kericho Regional Office	1
5.	Kitale Regional Office	1

HP 15

No.	REGIONS	No.
1.	Headquarters-Nairobi	15
2.	Nakuru Regional Office	1
3	Kakamega Regional Office	1
4.	Eldoret Regional Office	1
5.	Kisumu Regional Office	1
6	Isiolo Reginal Office	1
7.	Nyeri Regional Office	1
8.	Kisii Regional Office	1
9.	Mombasa Regional Office	1
10.	Machakos Regional Office	1
11.	Kitui Regional Office	1
12.	Kajiado Regional Office	1
13.	Nairobi Regional Office	1
14.	Garissa Regional office	1
15.	Makuyu Liaison Office	1
16.	Bungoma Regional Office	1

SECTION VI SCHEDULE OF EQUIPMENT.

The schedule of equipment (Hardware and Software) is provided below for ease of reference.

NCA Datacentres equipment's inventory				ON WARRANTY
1	BLADE SERVERS			
	Dell server poweredge r720	1		NO
	Hp server proliant dl380p	1		NO
	Cisco UCS blade server chassis	2		NO
	Cisco business edition 6000 UCS server	1		NO
		TOTALS	6	
2	STORAGE			
	DELL EQUALOGIC PS 6100	1		NO
		TOTALS	1	
3	STORAGE SERVER			
	EMC VNX unified hybrid storage	1		NO
		TOTALS	1	
4	TAPE STORAGE			
	IBM TAPE STORAGE	1		NO
		TOTALS	1	
5	NETWORK SWITCHES			
	CISCO NEXUS SWITCH	1		NO
	CISCO CATALYST SWITCH	7		NO
	CISCO UCS SWITCH	2		NO
	AVAYA ETHERNET SWITCH	1		NO
		TOTALS	11	
6	RACK MOUNTED			
	CCTV DVR	1		NO
	HUAWEI SMART Network Units	1		YES
	Cisco wireless controller	1		NO
	Cisco wireless access points	10		NO
	Cisco routers	3		NO
	FIREWALL FORTIGATE SYSTEM	3		NO
	HP DESKTOP	1		NO
	ACCESS CONTROL CONSOLE SYSTEM	1		NO
		TOTALS	21	
7	DATA CENTER SUPPORT EQUIPMENT			
	RACKS housing the servers	3		NO
	Data centre UPS: 160 KVA	1		NO
	Data centre UPS: 10 KVA	1		NO
	Heating, ventilation, and air conditioning (HVAC)	1		NO
	The fire detection and suppression system	1		NO

8	PRINTERS			
	MONOCHROME PRINTERS KONICA MINOLTA BIZ HUB 223	16		NO
	HP LASER JET COLOR 476DW	11		NO
	HP LASERJET PRINTER P3015	6		NO
		TOTALS	33	
9	SCANNERS			
	HP SCANNER G4050	11		NO
		TOTALS	11	
10	DESKTOP COMPUTERS			
	HP PRO 280 G2 MT	20		NO
	HP COMPAQ PRO 6300	10		NO
	HP PRO MICROTOWER	52		NO
	DELL OPTIPLEX 9010	40		NO
	DELL OPTIPLEX 9020	30		NO
	DELL OPTIPLEX 7010	10		NO
	APPLE IMAC	5		NO
		TOTALS	167	
11	LAPTOP COMPUTERS			
	HP PAVILION 15	15		NO
	HP ENVY DV6	10		NO
	HP 15	30		NO
	APPLE MACBOOK PRO A1286	2		NO
	APPLE MACBOOK PRO 12”	2		NO
		TOTALS	59	
12	IPADS/ TABLETS			
	IPAD AIR II	20		NO
	IPAD AIR	33		NO
	SAMSUNG TAB S2	10		NO
		TOTALS	63	
13	PROJECTOR			
	SONY DATA PROJECTOR	2		NO
		TOTALS	2	
14	SURVEILANCE CAMERAS			
	CCTV CAMERAS	18		NO
		TOTALS	18	

SECTION VII-PRICE SCHEDULE FOR SERVICE

Name of tenderer _____

Tender Number; **NCA/T/010/2017-2018**

Tender Name; **MAINTAINANCE OF DATA CENTRE AND VARIOUS ICT EQUIPMENTS**

No.	LOTS	QUARTERLY MAINTAINANCE COST	ANNUAL MAINTAINANCE COST
1	Lot 1- Datacentre		
2	Lot 2 - UPS, ACs and Fire suppression		
3	Lot 3 - Computing devices		
4	Lot 4 - Printers, copiers and scanners		
	TOTAL COST (Transferred to form of tender)		

Note;

- 1) Contract will be awarded per lot to the lowest evaluated bidder.*
- 2) The total cost should take care of all other additional costs including transport.*

Name of tenderer and stamp; _____

SPECIFIC CONDITION FOR SERVICE PROVIDER

Initial Inspection

Upon award of the contract, the contractor shall have to check the entire system under scope of work and submit to the employer a certificate for taking over the system in good condition.

Handing Over

The Bidder shall hand over the system to the employer in good working condition after the expiry of AMC period.

Scheduled Maintenance

Schedule preventive or un-schedule breakdown maintenance includes replacement of all un-serviceable parts free of cost by the contractor. Parts replaced will be new and equivalent to original parts. The defective parts removed will be the property of the Authority. Schedule maintenance of entire system shall be done up to the satisfaction of the In-Charge of the Data Centre and Project Engineer.

Scheduled preventative maintenance must be made at least once in every quarter to avoid breakdown/failure in the system. A gap of maximum 90 (Ninety) days shall be maintained between 2 (two) successive preventive maintenance dates. The service provider shall have to submit necessary quarterly reports along with the payment request.

Reporting Malfunction of Components

In case of failure / malfunctioning of the system, the data centre in-charge (NCA) or his representative will inform the service provider over telephone and follow-up with an email. Centralized registration of all calls should be maintained by the service provider to record the calls and acknowledge each and every call with a unique docket number, which is to be used for further reference. Completion of the call is to be certified by datacentre in-Charge or his representative.

Downtime Calculation

Downtime calculation will be started from 0 (zero) hours just after docketing of the call. The maximum acceptable downtime of the Critical Items (Air Handling Units, UPS and Fire suppression Alarm.) will be 6 hrs and the maximum acceptable downtime time of the Non-critical items will be 24 hours. Downtime will be calculated in each quarter separately.

SCOPE OF WORKS

This annual maintenance contractor shall provide maintenance service to ensure the data centre is optimally in operation during the contract period. The services will include but not limited to;

Conduct product performance analysis on periodic basis and provide the technical recommendation/suggestion/solution if required based on the existing infrastructure.

Respond to emergency calls, provide site attendance within the call-out time, and take all the necessary corrective actions to restore the service within the minimum down time. In this regard, the contractor shall provide a toll free number or dedicated mobile number for registering the calls from the employer in case of any critical equipment fault/warning. The contractor shall respond to all calls and provide 7 x 24 x 365 emergency service. The call-to-resolution time for critical faults will be 6hrs.

Shall be responsible for maintenance of all the systems as per scope of work with services rendered as approved by the Project Engineer. The employer will not be liable to interact with any of OEMs (Original Equipment Manufacturer).

Must use calibrated testing equipment as well as other items as necessary for collecting all the relevant information, data and statistics etc.

REPORTING SYSTEM.

The service provider shall submit a quarterly report as per NCA requirements. Record of readings during maintenance activity will be maintained (Soft & hard copy) by the service provider and kept at the data centre in the custody of Data Centre in-Charge. Upon written request update on reporting format will be done with approval of NCA as per requirements. The following are the reports expected from the service provider;

1. “No Fault Pending Report (NFPR) for the three months” duly signed by the Data Center In-Charge.
2. Fault Details/Fault Response Details (FRD) indicating downtime of the equipment for the three Months” duly signed by the In-Charge, of the Data Center as per Annexure - VIII.
3. Preventive Maintenance Reports (PMR) of complete system will be updated on quarterly basis and submitted to the In-Charge of the Data Center indicating equipment list to be maintained, date of maintenance, detail report of maintenance performance, remarks if any.
4. Proper files of all official data like, equipment manual, drawings, vendor escalation matrix etc. would be maintained at Data Center.
5. Contracted Agency/Party shall maintain adequate books and records/reports in connection with Contract and shall make them available for inspection and audit by NCA any appointed third party until expiry of the contract, including any extension time.

PAYMENT SCHEDULE

Payment shall be on quarterly basis and within 30 days upon submission of invoice and a certificate note that the services have been rendered.

REQUIREMENTS	Compliance (Yes/No)
CONDITIONS TO THE BIDDER	
a) Bidders must submit at least three (3) sites where preventive maintenance of Data Center; and infrastructure has been done in the last three (3) years. Reference letter from clients should be attached.	
b) Bidders shall provide information on technical and academic qualification of technical staff expected to be involved in the assignment. The pool of technical expertise must show knowledge of all the equipment owned by N.C.A.	
c) Bidder must submit relevant Manufacturer's Authorization or Dealership/Partnership certificate(s) - e.g. Cisco, EMC, DELL and/or HP Authorization Certificate.	
d) Bidder must attach At least three duly signed CVs of Preventive Maintenance, PM technical team (use the format given in Appendix 1).	
e) N.C.A reserves the right to carry out capability assessment of the bidders and N.C.A's decision shall be final in this regard.	
f) The successful contractor will be awarded a contract for a period of (13) thirteen Month	
g) The firm shall maintain all the Equipment satisfactorily till the end of the contract tenure and handover all inventory in good working condition.	
h) The maintenance service provider will advise on parts or equipment's replacement to NCA to facilitate procurement	
i) The successful bidder shall be required to comply with the industry best practices in the execution of preventive maintenance and support of Data center equipment and infrastructure equipment (Cisco servers, EMC VNX Storage devices, Tape and Networker backup Server, Switches, Routers, Access Points, surveillance cameras and Unified Communications Servers (UCS), VMware Server Hosts and Access Control System).	
j) The prices of the spare parts shall remain unchanged within the contract period.	
k) The selected firm will not involve other third party in implementation of services under this the Contract period other than the equipment manufacturer.	
l) CONSEQUENTIAL LOSS: The National Construction Authority shall be entitled in addition to the above amount of money(s) incurred or any loss that is occasioned by negligence of the contractor in the performance of the duties under the contract.	
m) Comply with the Service Level Agreements as indicated below (NEXT TABLE)	

Name of tenderer _____

Specific Terms and Conditions of the Contract (Service Level Agreements)

The Inventory consists of the components given in schedule of equipment. The numbers might differ slightly in case some hardware were added or removed. But the changes expected are to be none or minimal, however the vendor will be required to assess the hardware and come up with an accurate inventory to be regularly updated with NCA.

REQUIREMENTS	Compliance Yes/No
<p>In the case of any hardware or software failure the vendor is expected to perform corrective maintenance and repairs within the following service levels.</p> <ul style="list-style-type: none"> a. Emergency Calls (Critical – System down Situation or Server fault, causes failure to access or use server). b. Call to Fix Times (CTF): Maximum resolution time will be 1 hour c. Non-emergency Calls (Major - System, in operation but with possibility of degradation with no impact on system operation). d. Non-emergency Calls (Minor - No impact on system operation) Call to Fix Times (CTF): Maximum resolution time will be 4 hours e. Cosmetic or preventative maintenance request. Call to Fix Times (CTF): 24 working hours f. Other work to be scheduled at time convenient to both parties. g. Call to Fix Times (CTF): By mutual agreement per call. 	
<p>The Maintenance Period is a period of hours and days during which maintenance is available, and it consists of a Base Maintenance Period from Monday to Friday 8:00am to 5:00pm.</p>	
<p>Vendor on request shall provide support beyond normal days and hours at no additional charge.</p>	
<p>The tenderer will take all necessary steps for the preventive maintenance, regular check- ups, fixing loose connections, proper adjustments/tuning/fine tuning on the basis of standard specifications thus ensuring satisfactory performance.</p>	
<p>The bidder will submit maintenance reports to NCA periodically after every scheduled maintenance cycle.</p>	
<p>Penalty for non-performance. In the event of non-performance of the service provider, NCA will give the service provider a notice giving details of the shortcomings that the service provider is expected to rectify. If the service provider fails to show improvement in his/her performance then NCA will terminate the contract and call up the Bank Guarantee provided by the service provider.</p>	

<p>Schedule of Services; On Contract signature, the Vendor shall produce a schedule of maintenance services based on the terms of the agreement. Such a schedule, once approved by the National Construction Authority, shall be followed without deviation. Failure to render services as per the schedule will form a basis for termination of the Contract and the levying of penalties as is provided for in the Contract.</p>	
<p>Support Manager: The Vendor shall appoint a senior member of its management staff to be designated the “Support Manager” for the purposes of servicing the Contract. This person shall be responsible for coordinating all activities and services under the Contract and shall ensure diligent performance of the Contract. In the event of a change in the identity of the above person, the Vendor shall communicate to the National Construction Authority such a change forthwith by way of a written Notice.</p>	
<p>Replacement of Equipment: All maintenance and services shall be rendered on site. However, in the event that a piece of equipment cannot be restored back to proper working condition within 48 hours after a service call has been made, or in the event that such equipment has to be removed from the premises of the Company for repairs at the Vendor’s workshop then; a similarly configured machine shall be provided by the Vendor as a replacement until the original machine is restored back to working order.</p>	
<p>Vendor’s Warranty: The Vendor warrants and undertakes to NCA;</p> <ul style="list-style-type: none"> (a) That they will perform the maintenance services with reasonable care and skill; (b) That NCA shall have free and unencumbered title of any replacement parts in any equipment repaired; (c) That NCA shall enjoy possession of any parts or equipment replacement and that the same will be merchandise quality and fit for their purpose. 	
<p>Each of the Parties hereto undertake to the other to keep confidential all information, (written or oral) concerning the business and affairs of the other, that it shall have obtained or received as a result of the discussions leading up to, or the entering into this Contract, or as a result of having direct or indirect access to the information Systems of NCA.</p>	

LOG BOOK FOR CORRECTIVE MAINTAINANCE

(Annual Maintenance Contract of Data Centre Equipment)

Period: From _____ to _____

Location Name: _____

Name of service engineer (contractor): _____

Designation: _____

Details of Fault during Period: Following are the details of faults and fault responses, observed during the above-mentioned period.

Item	Detail of fault during the quarterly period	Fault response	Remarks

The number of repeat faults attended for the same equipment/same site

.....

It is also certified that No Faults are pending against these equipment at the end of above-mentioned period.

(Tick where appropriate)

YES

NO

Signature:

Signature:

Bidder Representative:

Data Centre In-Charge, NCA:

Name:

Name:

Date:

Date:

Signature:.....

Supply chain representative:

Name:.....

Date:

AMC Quarterly Report Schedule Form

1. Precision Air Conditioning Routine Inspection/Maintenance Report.

(To be completed by the contractor)

Site Name:.....

AC unit Make:.....

Date of inspection:.....

Table1. Items for maintenance

A) Mechanical part

Item No.	Description	Status	Remarks
1.	Air Filter elements		
2.	Compressor drive system		
3.	Cooling coils and fins		
4.	Condenser coils and fins.		
5.	Humidifier		
6	Water supply strainer & drain		
7.	AC unit controller system		
8	Temperature controllers (thermostats)		
9	Humidity controllers		
10	Main incoming switch (switch fuse unit)		
11	Refrigeration coolant/ gas		
12	Others.		

B) Electrical part

Item No.	Description	Status	Remarks
1.	Cleaning and de-carbonization of the control panel		
2.	MCCBs		
3.	AMF panel.		
4.	Battery and it's terminals		
5.	Electric Phase stabilizers		
6.	Duty-Standby control systems		
7	Pulleys and Motor mounts		
8	Others.		

Signed.....

Name of officer.....

Contractor's name & rubber stamp.....

Client's representative

Signed.....

Name of officer.....

Note:

Copy to: Project Engineer

Original: To site file

Duplicate: Caretaker

These details must be recorded in the site logbook.

1. Automatic Fire suppression system Routine Inspection/Maintenance Report.

(To be completed by the contractor)

Site Name:.....

Make:.....

Date of inspection:.....

Table1. Items for maintenance

A) Mechanical part

Item No.	Description	Status	Remarks
1.	Smoke detectors		
2.	Analogue addressable fire alarm system and its components		
3.	Fire sounder and manual call points		
4.	Heat detectors		
5.	Automatic actuation system		
6	PROINERT gas cylinders and associated pipework		
7.	12No. fire extinguishers		
8.	Others.		

B) Electrical part

Item No.	Description	Status	Remarks
1.	Cleaning and de-carbonization of the control panel		
2.	MCCBs		
3.	Battery and it's terminals		
4.	Others.		

Signed.....Name of officer.....

Contractor's name & rubber stamp.....

Client's representative

Signed.....Name of officer.....

Note:

Copy to: Project Engineer

Original: To site file

Duplicate: Caretaker

These details must be recorded in the site log book.

APPENDIX 1: CVs OF PM TECHNICAL TEAM

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed position	
Name of firm	
Name of staff	
Highest Level of education (Attach Copy)	
Professional Qualifications (Attach Copy)	
Years with firm	
Membership in professional societies if Any (Attach Copy)	
Duties	

BRIEF DESCRIPTION OF ABILITY TO CARRY OUT ASSIGNMENT;

INCLUDING TECHNICAL CAPABILITIES AND RESOURCES AND EXPERIENCE

a) FIRM'S REFERENCES

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country of assignment
Year of assignment:	
Location within country:	Professional staff provided by your firm/ entity (profiles):
Name of client:	Number of staff:
Address:	Duration of assignment
Start date: Completion date:	Approximate value of services (Kshs.) or other currency
Name of Associated Consultants if any:	
Name of Senior Staff involved in consultancy and functions performed	
Description of actual services provided	

Firm's Name (for which survey was carried out): _____

Name and title of signatory (of that firm) _____

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF
(Tenderers may make copies as necessary and provide as much information as possible on a separate sheet of paper)**

Proposed Position _____

Name of Firm _____

Name of Staff _____

Profession _____

Date of Birth _____

Years with Firm _____

Nationality _____

Membership in Professional Societies: _____

Detailed Tasks Assigned _____

Key Qualifications:

[Give an outline of staff member's experience. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and location of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications and my experience.

_____ Date:

[Signature of staff member]

_____ Date:

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative _____

Service Provider's Organization and Experience

A - Service Provider's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]

B Service Provider's Experience

Relevant Assignments Carried Out in the Last Three Years That Best Illustrate Qualifications

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out system implementation services similar to the ones requested under this assignment (**Attach letters of awards and completion certificates as proof of evidence**)]*

Assignment name:	Approx. value of the contract (in Kshs.):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro): -
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____
 Name and Title of Signatory: _____

Comments and Suggestions on the Terms of Reference and on data, services and Facilities to be provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Support Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Format of Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____ Year: _____</p> <p>Location: _____ Client: _____</p> <p>Main _____ project _____ features: _____</p> <p>Positions held: _____ Activities performed: _____</p>
--	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative:

SECTION VIII-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 NCA.
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 NCA.
6. Bank Guarantee for Advance Payment Form-When Advance payment is requested for by the successful bidder and agreed by NCA, 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.

FORM OF TENDER

Date _____
Tender No. _____

To: NCA _____
[Name and Address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....
[insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to service and maintain;

Lot 1- Datacentre (in conformity with the said tender documents for the sum of.....

..... (total tender amount in words and figures)

Lot 2 - UPS, ACs and Fire supression (in conformity with the said tender documents for the sum of.....

..... (total tender amount in words and figures)

Lot 3 - Computing devices (in conformity with the said tender documents for the sum of.....

..... (total tender amount in words and figures)

Lot 4 - Printers, copiers and scanners (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 goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. We agree to abide by this Tender for a period of 150 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. 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.

5. 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 _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

.....

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

.....

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

- Citizenship details
-

Part 2 (b) Partnership

Given details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

Date Signature of Candidate.....

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

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 62 of the PPDA, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/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, in connection with

Tender/Tender No

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

Authorized Signature.....

Name of Signatory.....

Title of Signatory

Official Stamp.....

SELF-DECLARATION FORM

Date _____

To:

**The Executive Director
National Construction Authority
P.O. Box 21046-00100
Nairobi**

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.

- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....
Title.....
Signature.....
Date.....
Official Stamp.....

(To be signed by authorized representative and officially stamped)

FORM 2 - CLIENT REFERENCE FORM

(To be filled by the Client)

Name of firm (Tenderer).....

Name and address of Client.....

.....

Value of Contracts handled

Value	Period of Contract

Performance Evaluation

(The client to indicate tenderer rating by ticking the appropriate box)

How do you rate the performance of the tenderer as per their responsiveness to the following:-	Excellent	Good	Average	Poor
1. General Service Handling				
2. Timeliness in service delivery				
3. General customer care				

Please note:

- Client Reference Form Rating will be as follows; excellent -2 points, Good -1 point, Average -0.5 points and Poor -0 points.
- The rating per form will be averaged.

Name of authorized signatory (Client).....

Title.....

Signature.....

Date.....

Official stamp of the Client

Telephone contacts:-.....

MANUFACTURER’S AUTHORIZATION FORM

To [name of NCA]

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.

CERTIFICATE OF TENDERER’S VISIT TO SITE

TENDER NO. NCA/T/010/2017-2018

**MAINTAINANCE OF DATA CENTRE AND VARIOUS ICT
EQUIPMENTS**

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

[Bidder’s *Name*].....

Represented by (Director / Authorized Agent’s name)

.....

This pre-tender site visit was held at:.....

On 08th day of January, 2018

Signed.....

(Employer’s Representative, NCA)

NOTE: This form is to be completed at the time of the organized site visit.

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1
REPUBLIC OF KENYA**

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the NATIONAL CONSTRUCTION AUTHORITY 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 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
of20.....

SIGNED
Board Secretary