

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

**Haile Selassie Avenue
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**TENDER FOR COMPREHENSIVE MAINTENANCE OF
THE IBM SERVERS AND ASSOCIATED SOFTWARE
AND HARDWARE**

TENDER NO. CBK/033/2014-2015

**P.O BOX 60000 – 00200
NAIROBI**

**(CLOSING DATE: FRIDAY 30TH JANUARY 2015, AT 10.30
AM)**

SECTION A – INVITATION TO TENDER

Tender Ref: CBK/033/2014-2015

Tender name: Tender for Comprehensive Maintenance contract for IBM Servers and Associated software and Hardware for the Central Bank of Kenya Head Office.

- 1.1 The CENTRAL BANK OF KENYA invites sealed tenders from eligible candidates for comprehensive maintenance of IBM Servers and Associated software and hardware. This invitation is made through Open Tender method.
- 1.2 Complete tender documents may be obtained from the office of the Director, Department of Procurement and Logistic Services on 6th Floor, Central Bank of Kenya Head Office, Nairobi Monday to Friday, between 9.00 a.m. and 2.00 p.m. upon payment of a non-refundable fee of **Kshs. 1,000.00** in Cash or Bankers cheque OR be downloaded from the CBK website: www.centralbank.go.ke for free.
- 1.3 Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in **the Green Tender Box No. 3** located at the Front **Entrance to the CBK Building** on Haile Selassie Avenue before the closing stated time on **FRIDAY, 30TH JANUARY 2015 AT 10.30 AM**. Late bids will not be accepted and will be returned unopened.
- 1.4 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who may choose to attend the opening at **Senior Canteen on 6th Floor**.
- 1.5 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.6 Tenders must be accompanied by a **Bid Bond/Tender Security** of **KShs 200,000.00** in the format specified in the tender documents. Failure to attach the bid bond will lead to automatic rejection of the tender.
- 1.7 Further information as pertains to this tender may be obtained from the Office of the Director, Department of Procurement and Logistic Services (Tel: +254 20 2861000/2860000 Fax: +254 20 2863497, +254 20 310604), Central Bank Building, Haile Selassie Avenue, on 5th Floor between 9:00 am and 5:00 pm during working days.

DIRECTOR,

DEPARTMENT OF PROCUREMENT AND LOGISTIC SERVICES

15TH JANUARY, 2014

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SECTION B: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form

- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender 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.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

2.5 Amendment of documents

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 **Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and 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. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words:
"DO NOT OPEN BEFORE **(FRIDAY, 30 TH JANUARY 2015 AT 10.30 AM)**"

- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **(FRIDAY, 30TH JANUARY 2015 AT 10.30 AM)**”

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at **(FRIDAY, 30TH JANUARY 2015 AT 10.30 AM)**” and in the location specified in the invitation to tender.

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

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's

responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 **Conversion to a single currency**

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 **Evaluation and comparison of tenders.**

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

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

- 2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.6 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
 - (d) Shall not be debarred from participating in public procurement.
- 2.23. Contacting the procuring entity**
- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.
- 2.24 Award of Contract**
- a) Post qualification**
- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 **Notification of award**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 **Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

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

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION C: APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Appendix to instructions to tenders

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.2.2	Tender document is sold at a non-refundable fee of Kshs. 1,000.00 in Cash or Bankers cheque OR be downloaded from the CBK website; www.centralbank.go.ke AT NO COST to those who choose to download from the website.
2.9	The Tenderer shall include all preliminaries e.g. insurance, security etc in the priced items. A separate claim for preliminaries will not be honoured.
2.10.1	Prices: All prices entered in the Bills of Quantities shall be inclusive of all Government taxes. Prices must be quoted in Kenya Shillings.
2.12.1	The Tenderer shall provide a Tender Security of KShs 200,000.00 (Kenya Shillings two hundred thousand only) from a commercial bank or insurance company approved by PPOA. The form of Tender Security is described and format provided in this Tender Document.
2.13	Tender shall remain valid for 120 days after the date of tender opening indicated in the tender notice.
2.14.1	The tender shall be submitted in two copies ie one " ORIGINAL TENDER " and a copy of the tender. Both copies put in an outer envelope marked with tender number and name.
2.16/2.18	Tenders to be received not later than (FRIDAY, 30TH JANUARY 2014 AT 10.30 AM).
(A)	Tenders shall be opened immediately thereafter at Senior Canteen on 6 th Floor CBK Building
2.17	The Tenderer shall not alter or otherwise qualify the text of these specifications. Any alteration or qualification made without prior notification to the Employer and receipt of his written authority will be ignored and the text of the specification as printed will be adhered to.
(A)	Responses to Tender: The Tenderer must reproduce the technical specifications table in Section F and provide responses to all the attributes in a corresponding column of the same table.
(B)	Compliance with Technical specifications: The Tender must be fully compliant with the comprehensive specifications as articulated under Section F - The Technical Specifications

(C)	Incomplete Bids: Tenderers should compile a detailed Bidding Document covering all requested equipment, and Services specified in this Tender Document. Incomplete Bids or Bids which have not been completed in accordance with the instructions herein shall be liable to disqualification.
(D)	Contract Period: The contract will be valid for three years but shall review annually.
2.27	Performance Bond: The successful Supplier shall provide a Performance Bond acceptable to the Bank in form of a Bank Guarantee at 10% of the tendered sum obtained from a licensed bank within 15 days of the tender award. The Bank upon executing the last Acceptance Certificate will release this Guarantee. The Bank will approve the Guarantee prior to the award of the tender.
	OTHERS:
I	The Tenderer shall tender for the Comprehensive Maintenance contract of IBM Servers . The Tenderer will be required to submit his/her tender in accordance with the respective specifications and all conditions in this tender document.
II	If the supplier has any specific conditions with regard to this tender he should specify them with the tender. Such conditions will not be accepted after the award of the tender.
III	Maintenance Services: The Tenderer must confirm that there is an established Service Centre in Nairobi
IV	Past performance: Tenderers who have in the past failed to meet the Bank's standards in terms of quality of goods supplied, quantity of goods supplied, delivery dates compliance and service provided on the goods supplied will be disqualified in the tender. Canvassing directly by the tenderer or by proxy shall lead to automatic disqualification of the tender.
V	Payments: Payment will be made less retention after the supply, installation and acceptance of the same. Cash or advance payment for an incomplete installation will not be accepted.
	Retention: A sum will be retained equal to 5% of the contract sum , which will be paid at the end of the 12 months period provided that the network installed is in satisfactory working condition.
VII	Fixed Price Contract: The contract is a fixed price contract and no variations will be payable on grounds of exchange rate fluctuations as the mandatory currency of the Tender is the Kenya Shilling.
VIII	Contract Period: The contract will be valid for three years but shall be reviewed annually.
IX	Bidders Additional Details: The Tenderer is at liberty to attach to its bid any additional details, technical literatures or

	other items that the Bidder may think desirable to indicate the type of equipment it proposes.
X	Delivery Period: The Tenderer shall include the Delivery Period for all equipment, software and services proposed in the Tender.
XI	Warranty period: The Tenderer shall provide manufacturer warranty Period, after the installation and commissioning of any new equipment.
XII	Installation Duration: The Tenderer shall indicate /propose a works schedule to provide services to location of the Bank Branches and Currency Centres.
XIII	Requirement for Extra Equipment /Services: The Tenderer may in addition make any other recommendations, which should be priced for any further Equipment and/or Services that seem necessary for the contract.
XIV	Right of CBK to procure Extra Equipment: The Central Bank reserves the right to purchase the whole or part of the parts or equipment recommended by the Tenderer.
XV	Maintenance Contract: The Tenderer shall compile the schedule of the Maintenance with a Service Level Agreement (SLA) indicating levels of service provision and second level escalation procedures.
XVI	Service time: During contract period, the Supplier shall be required to make good all defects, provide the required support at their cost on a comprehensive basis.
XVII	Manufacturers Authorization: The Tenderer must provide proof of authorization by regulating bodies or service providers as a dealer or to service product in Kenya. A letter of authorization/recommendation from the manufacturer or Regulating Body (or their representatives) should be addressed to the Director Procurement and Logistics Services and be attached to the tender document.
XVIII	Hardware Certification: The tenderer must provide proof of certification for the Servers platform and hardware from IBM.
XIX	References: The Tenderer is required indicate at least three references from three recent customers where a similar service has been offered. Indicate by giving name of the client and contact persons.

SECTION D: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

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

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from

the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

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

3.16 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION E: TECHNICAL REQUIREMENTS

PRELIMINARIES

1. Introduction

Central Bank of Kenya would like to enter into a Comprehensive Maintenance contract of IBM Servers and Associated hardware and Software with a well-established and reliable Provider.

The Bank requires the services of a company with the necessary resources, skill and expertise to provide it with support services for specific hardware and software components

2. Scope of Work

The works will cover hardware support as highlighted below, and detailed in section E.

- 1) Comprehensive maintenance (parts and labour) for the IBM Servers and associated Hardware and Software in Table 1
- 2) Provide IBM RSSA Support - IBM shall be responsible for spare parts under the RSSA agreement with the Vendor
- 3) The Preventive and Labour maintenance will be done on a quarterly basis
- 4) Standard response will be as defined in the clause on service levels.
- 5) Upgrade and configuration of the Existing TSM software version to the latest version
- 6) Vendor to provide Maintenance Service for model conversion upgrades and downgrades to Machines at no additional cost.
- 7) Upgrade of the Servers Operating Systems to the current versions as may be required from time to time.
- 8) All the features, model conversions and elements of a Machine maintained under these terms and conditions will be similarly maintained during the same Maintenance Period.

3. BRIEF DESCRIPTION OF WORK

Central Bank of Kenya would like to enter into a **COMPREHENSIVE MAINTENANCE OF THE IBM P595 SERVERS & ASSOCIATED HARDWARE** for its IBM hardware with a well-established and reliable Service Provider.

The overall scope of work will cover;

REQUIREMENTS	COMPLIANCE Yes/No
1. Comprehensive maintenance (parts and labour) for the hardware, the Operating System software and associated components listed in Table 1 below	
2. Provide IBM RSSA Support - IBM shall be responsible for spare parts under the RSSA agreement with the Vendor. MUST attach a signed letter of confirmation for effecting from IBM, the manufacturer.	
3. Upgrade of the Servers Operating Systems to the current versions as may be required from time to time.	
4. The Preventive and Labour maintenance will be done on a quarterly basis.	
5. Vendor to provide Maintenance Service for model conversion upgrades and/or downgrades to Machines Firmware (code) at no additional cost. All the features, model conversions and elements of Machines maintained under these terms and conditions will be similarly maintained during the same Maintenance Period.	

6. The firm will honor service requests logged by phone/email/sms or any other mode of communication. Counting of down time will start from the time of logging the service request and will continue till the equipment is properly repaired and a written confirmation to the same effect is obtained from the user.	
7. The firm will ensure 99.9% up time of all the equipment under this contract. For each 1% deficit in guaranteed up time, KShs 200,000 deduction in the contract amount will be made.	
8. The firm shall maintain all the Equipment satisfactorily till the end of the contract tenure and handover all inventory in good working condition.	
9. In case an equipment/machine is being taken for servicing to the service center, the firm will provide stand-by equipment and will request prior permission from CBK IMS before taking the equipment out. Cost of transportation and insurance of equipment will be borne by the firm.	
10. The vendor will be responsible for replacement of equipment or parts that fail during servicing	
11. The selected firm will not involve other third party in implementation of services under this the Contract period other than the equipment manufacturer.	

4. SPECIFIC TERMS AND CONDITIONS OF THE CONTRACT

The Inventory consists of the components given in Table 1. Numbers shown are approximate; actual number may vary, as on the date of take over. Difference if any, is not expected to be materially significant. The vendor will be required to assess the hardware and come up with an accurate inventory to be regularly updated.

REQUIREMENTS	COMPLIANCE Yes/No
1. In the case of any hardware or software failure the vendor is expected to perform corrective maintenance and repairs within the following service levels. <ul style="list-style-type: none"> a. Emergency Calls (Critical – System down Situation) <ul style="list-style-type: none"> i. Maximum resolution time will be 1 hour b. Non-emergency Calls (Major - System, in operation but with possibility of degradation with no impact on system operation) <ul style="list-style-type: none"> i. Maximum resolution time will be 2 hours c. Non-emergency Calls (Minor - No impact on system operation) 	

i. Maximum resolution time will be 4 hours	
2. 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. Vendor on request shall provide support beyond normal days and hours at no additional charge.	
<p>3. Failure of hardware or software covered by the vendor under the IBM RSSA shall be subject to the service levels as provided in this tender.</p> <p>In case of delay on part of the vendor, the vendor shall be liable to pay a compensation of 2% of the cost of the hardware that is down per day, to a maximum of 25% of the cost of the equipment.</p> <p>In the event of the failure of the vendor to repair the hardware within 7 days, CBK will be free to get the equipment replaced from some other source and the firm shall be liable to pay for the entire expenditure incurred by the Bank for the repair/replacement of the equipment and transportation in addition to above financial compensation. The compensation along with the repair charges of the equipment from any other firm shall be deducted directly from the amount of payment to be made by CBK to the tenderer.</p>	
4. 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 and maintenance of proper lock and keys for hardware a on regular/daily basis.	
5. The tenderer will submit a quarterly report to IMS.	

TABLE 1:– HARDWARE AND SOFTWARE

SITE	PRODUCT NAME	DESCRIPTION	MACHINE TYPE/MODEL	MACHINE SERIAL NO
HEAD OFFICE	Blade Center-H	8852	88524TG	0650374
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06ML251
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06ML249
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	99N9597
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06ML244
	Blade Center-H	8852	8852-4TG	06D 8263
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06AHYB8
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06AHYC2
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06AHYB7
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06AHY13
	Storage DS3512		1746-C2A	13KOGX3
KISUMU	Blade Center-H	8852	88524TG	0650375
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06ML254
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06ML246
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	P49Y0640
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06ML252
	Storage DS3512		1746-C2A	13K0GXZ
MARSHALLS	Blade Center-H	8852	88524TG	0650375
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06ML253
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06ML247
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	06ML250
	IBM Blade Center HS22	HS22 (Type 7870)	7870A4G	KQ18A52
	Storage DS3512		1746-C2A	13KOGZ2

SECTION F: OTHER CONDITIONS

1.0 Conformity to Standards

Unless other standards are specifically mentioned in this specification, all the equipment and its components to be provided, and all design calculations and tests must be in accordance with such authoritative standards of the Manufacturers and Regulating bodies.

2.0 Statutory Regulations

The equipment, spare parts and tools forming part of the service under this contract shall comply in all respects with any relevant Kenya statutory regulations, by laws and orders.

3.0 Program of Installation

- I. Within one month of acceptance of the Tender, the Tenderer shall forward to the Central Bank an update detailing the programme of service, starting dates and personnel for the complete execution of the contract for the Bank's approval.
- (iii) A chart indicating various tasks to be performed to accomplish routine maintenance. The Chart will also indicate where the Supplier or the Bank is responsible for the specific activity.
- (iv) If at any time during the execution of the supply contract it is found necessary to modify the approved chart the Supplier will inform the Bank and submit to him a modified chart for his approval.

4.0 Drawings

Supplier shall submit to the Central Bank one manual and detailed drawing of the Banks networking infrastructure and working configurations.

5.0 Mistake in Drawings

The Supplier shall be responsible for any discrepancies, errors or omissions in the drawings and particulars supplied by him whether such drawings and particulars have been approved by the Bank or not. The Bank shall be responsible for drawings and information supplied in writing by the Bank to the Supplier.

6.0 Manner of Installation

All installations shall be done in the manner set out in the specification or where not so set, to the reasonable satisfaction of the Bank but at all times in accordance with the usual specification and manner of the Manufacturer.

7.0 Delivery

- (i) The Supplier shall transport any equipment supplied by him to the installation site in Nairobi and the branches as stipulated in this Tender Document.
- (ii) The equipment so supplied by the Supplier shall be packed or protected for conveyance to the ultimate destinations named in this Tender Document so as to prevent damage or deterioration under normal transport conditions.
- (iii) Delivery of the equipment to the ultimate destination shall be completed in accordance with the delivery periods to be stated in the contract document.

8.0 Liability for Accidents and Damages

- (i) The Supplier shall properly cover up and protect until taken over any part or portion of the equipment liable to damage by exposure to the weather etc, and shall take every reasonable precaution to protect any section or portion of the equipment not taken over against loss or damage from any reasonable cause.
- (ii) In the case of loss of or damage to the equipment after delivery arising from or occasioned by cause for which the Supplier is not responsible under the Supply Contract, such loss or damage shall be made good by the Supplier at a price to be agreed between the Supplier and the Bank or in default of agreement to be settled by arbitration.

12.0 Government Duties, Taxes, Dues Etc

The Supplier shall be liable to pay taxes, customs or other import duties and dues on any part imported in to the Republic of Kenya for the support of the Bank's equipment.

SECTION G: QUALIFICATIONS AND EVALUATION

The received tenders will be evaluated in three stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements;
2. Stage 2: The Technical Evaluation (Capacity to Deliver the Service)
3. Stage 3: The Financial Evaluation (quoted prices)

A. Mandatory Requirements (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) and valid as at the tender closing date	
MR 3	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	
MR 5	Confirm visit of the sites to verify existing site details before completing and submitting the tender. Sign attendance register to confirm the visits.	
MR 6	Provide copies of audited accounts for the company for the last three accounting years.	
MR7	Submit with tender a Bid bond of KShs 200,000.00	
MR8	Provide proof of authorization from the Manufacturer & Support by IBM to sell/service the product in Kenya. A letter of authorization/ recommendation should be signed by IBM as the manufacturer of the hardware.	

Section I: Compliance with Technical requirement:

Tenderers meeting all the mandatory requirements shall have their bids checked against compliance with technical requirements indicated in section E of this Tender document.

Only the vendors who are fully compliant with the technical requirements in section E and the Mandatory Requirements above will proceed to the technical evaluation criteria as detailed in the table below;

TECHNICAL EVALUATION CRITERIA**1. TECHNICAL EVALUATION**

NO.	EVALUATION ATTRIBUTE	RESPONSE/ Criteria for Scores	MAX. SCORE %	SCORE %
T1	Fully compliance with Technical requirements as per section E of the tender document		20	
T2	MAINTENANCE ENGINEERS		40	
	<p>IBM certified engineers with relevant qualifications (attach CVs and copies of certifications). The certifications must be specific to the following;</p> <ul style="list-style-type: none"> a) IBM Blade and x386 Servers certification b) IBM DS DS3512 Storage or equivalent c) IBM AIX and Microsoft Windows Operating System <p>The engineers must have a minimum of three (3) years' experience in installation and maintenance of the above systems.</p>	<ul style="list-style-type: none"> • 5 or more qualified technical staff: (4 marks/Engineer ; maximum 20 marks) • Experience of 3 years and above (5 marks/engineer up to a maximum of 20 marks) 		
T3	PAST PERFORMANCE		20	
	<p>Company's previous handling maintenance of the above systems during the last five (5) years. Provide a list of at least five (5) major customers supported in the last 5 years. The Bank may visit the sites to confirm satisfaction of service provided.</p>	<ul style="list-style-type: none"> • A score of 4 marks will be awarded to each valid reference up to a maximum of 20 marks. 		
T4	Financial Stability (Liquidity)		15	
	a) Profitability Margin	<p><i>A margin above 20% will score 10marks; 10-19 % 5marks and 1-10% 1 mark</i></p>		

	b) Liquidity Ratio	<i>2:1 – 5 marks; 1:1 –3 marks; less than 1:1 1 mark</i>		
T5	Sample SLA outlining the core support components and associated penalties	SLA with standard clauses and proposed reporting, escalation channels and penalties	5	
	TOTAL		100%	

Note:

- ✓ **Profitability Margin** = $\frac{\text{EBIT}}{\text{Gross Revenue/Sales}}$
- ✓ **Current Ratio** = $\frac{\text{Current Assets}}{\text{Current Liabilities}}$
- ✓ **EBIT** = Earnings Before Interest and Taxes

2. FINANCIAL EVALUATION (PRICE)

Tenderers should note that only tenders that **score 75% and above** on the Technical Evaluation will qualify to have their financial bids evaluated. Those scoring below 75% will not be evaluated further and will be disqualified.

2. LOWEST EVALUATED TENDER (LET)

The Lowest Evaluated Tender (LET) that will be recommended for the award of the contract will be the tender that qualifies for financial evaluation and have the lowest financial bid as analysed.

	Name of Tenderers listed from the lowest to the highest tender price	Rank
1.		
2.		
3.		
4.		
5.		

SECTION H: FINANCIAL SUBMISSION

PRICE SCHEDULE OF SERVICES

Name of Tenderer: _____

Tender

Number:

	Item	Total Price (Kshs.)
1	COMPREHENSIVE MAINTENANCE OF THE IBM SERVERS AND ASSOCIATED SOFTWARE AND HARDWARE DETAILED IN TABLE 1 ABOVE (INCLUSIVE OF ALL TAXES)	
	Total Cost	

Signature of tenderer _____

Note: *In case of discrepancy between unit price and total, the unit price shall prevail.*

SECTION I: FORM OF TENDER

**Director,
Department of Procurement and Logistic Services
Central Bank of Kenya
P.O. Box 60000
NAIROBI**

Gentlemen and/or Ladies:

COMPREHENSIVE MAINTENANCE OF THE IBM SERVERS AND ASSOCIATED SOFTWARE AND HARDWARE

1. Having examined the tender documents including Addenda Nos. [insert numbers, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. COMPREHENSIVE MAINTENANCE OF THE IBM SERVERS AND ASSOCIATED SOFTWARE AND HARDWARE as specified in the Bills of Quantities 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

SECTION J: FORM OF TENDER SECURITY

WHEREAS.....
(hereinafter called "the Tenderer") has submitted his tender
dated.....for COMPREHENSIVE MAINTENANCE OF THE IBM P595 SERVERS &
ASSOCIATED HARDWARE for the Central Bank of Kenya
KNOW ALL PEOPLE by these presents that WE,.....
having our registered office at
hereinafter called "the Bank"), are bound unto CENTRAL BANK OF KENYA
(hereinafter called "the employer") in the sum of **KShs 200,000.00** in words **(Kenya Shillings two hundred thousand only)** for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents, sealed with the Common Seal of the said Bank this..... of 2015.

THE CONDITIONS of this obligation are:

1. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to Tenderers
OR
2. If the Tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - a) Fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

(Date)

(Signature of the Bank)

(Witness)

(Seal)

SECTION K: CONTRACT FORM

THIS CONTRACT, is made this _____ day of _____ 2015 between Central Bank of Kenya whose Registered Office is situated at CBK Building on Lt. Tumbo Avenue, Nairobi (hereinafter called the 'Bank') of the part and..... whose Registered office is situated at (hereinafter called "the Supplier") of the other part.

WHEREAS the Bank is desirous that the Supplier executes supply COMPREHENSIVE MAINTENANCE OF THE IBM SERVERS AND ASSOCIATED SOFTWARE AND HARDWARE, the Bank has accepted the tender submitted by the Supplier for the supply of the equipment in the sum of

NOW THIS CONTRACT WITNESSETH as follows:

1. The gender **he** and **she** shall be used interchangeably and shall have the same meaning.
2. The following documents shall be deemed to form and shall be read and construed as part of this Contract i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender and Appendix to Form of Tender
 - (iii) Specifications
 - (iv) Priced Bills of Quantities
3. Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an arbitrator, the arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

IN WITNESS whereof the Parties thereto have caused this Contract to be executed the day and year first before written.

The _____ common _____ seal _____ of _____ (Supplier)

Was hereunto affixed in the presence of:

Signed Sealed, and Delivered by the said (Bank)

Binding Signature of the Bank _____

In the presence of (i) Name _____

Address _____

Signature

Date

(ii) Name _____

Address _____

Signature

Date

SECTION L: PROFILE OF THE COMPANY

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 addressTel No. Fax Email			
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.			
I/We do hereby certify that the above information is correct in all respects.			
FULL NAME:			

	<p>DESIGNATION/POSITION:</p> <p>SIGNATURE:</p> <p>DATE:</p> <p>COMPANY SEAL AND/OR STAMP:</p>
--	---

SECTION M: DECLARATION FORM

Date _____

To _____

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.

_____	_____	_____
Title	Signature	Date

(To be signed by authorized representative and officially stamped)