REPUBLIC OF KENYA

THE NATIONAL TREASURY & PLANNING

FINANCIAL SECTOR SUPPORT PROJECT (FSSP)

SUPPLY INSTALLATION & COMMISSIONING OF A DISASTER RECOVERY SITE, PRIMARY DATA CENTER, SECURITY AND PERFORMANCE TOOLS FOR THE SACCO SOCIETIES REGULATORY AUTHORITY (SASRA)

TENDER No:

FSSP/PIU/SASRA/NCB/12/2020-21

Purchaser: The National Treasury

Country: Kenya

Issued on: Thursday 15th October, 2020

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Section I. Instructions to Bidders

A. General

1. Scope of Bid   1.1   In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS),** the Purchaser, **as specified in the BDS,** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS.**

1.2   Throughout these Bidding Documents:

(a)   the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;

(b)   if the context so requires, "singular" means "plural" and vice versa; and

(c)   "day" means calendar day.

2. Source of Funds   2.1   The Borrower or Recipient (hereinafter called "Borrower") **specified in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank")in an amount **specified in BDS,** toward the project named **in BDS** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2   Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Corrupt and Fraudulent Practices   3.1   The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

3.2   In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders   4.1   A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.

4.2   A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

(a)   directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b)   receives or has received any direct or indirect subsidy from another Bidder; or

(c)   has the same legal representative as another Bidder; or

(d)   has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

(e)   participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

(f)   any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or

(g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or

(h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**

4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that

they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

4.6   A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.

4.7   Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8   A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1   All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2   For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3   The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another

commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Bank Policy-Corrupt and Fraudulent Practices

PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS.** The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Letter of Bid in accordance with ITB 12;

(b) completed schedules , in accordance with ITB 12 and 14

(c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;

(d) alternative bids, if permissible, in accordance with ITB 13;

(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;

(f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;

(g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;

(h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;

(j) any other document **required in the BDS.**

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Price Schedules

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1. Unless otherwise **specified in the BDS,** alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1   The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2   All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3   The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.

14.4   The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

14.5   Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS** A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6   If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.

14.7   The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS.**

14.8   Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance

with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

(a)   For Goods manufactured in the Purchaser's Country:

    (i)   the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

    (ii)   any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

    (iii)   the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**

(b)   For Goods manufactured outside the Purchaser's Country, to be imported:

    (i)   the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**

    (ii)   the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**

(c)   For Goods manufactured outside the Purchaser's Country, already imported:

    (i)   the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

    (ii)   the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii)   the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv)   any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(v)   the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**

(d)   for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i)   the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

15.1   The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.**The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**

15.2   The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

16.1   To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2   To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3   The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of

deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) that, if **required in the BDS,** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if **required in the BDS,** in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in

accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.

(b) In the case of adjustable price contracts, no adjustment shall be made.

(c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security   19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS,** in original form and, in the case of a bid security**.** In the amount and currency **specified in the BDS.**

19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :

(a)   an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);

(b)   an irrevocable letter of credit;

(c)   a cashier's or certified check; or

(d)   another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. **The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.**

19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.

19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a)   if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or

(b)   if the successful Bidder fails to:

(i)   sign the Contract in accordance with ITB41; or

(ii)   furnish a performance security in accordance with ITB 42.

19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and

(a)   if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or

(b)   if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

20.1   The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2   The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

20.3   In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.4   Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1.   The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2.   The inner and outer envelopes shall:

(a)   bear the name and address of the Bidder;

(b)   be addressed to the Purchaser in accordance with ITB 24.1;

(c)   bear the specific identification of this bidding process indicated in ITB 1.1**;** and

(d)   bear a warning not to open before the time and date for bid opening.

21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.** When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a)   prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b)   received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening   25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS.**

25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.

25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS.** The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).

25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there

is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.

26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents

29. Determination of Responsiveness

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or

documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3   Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

31. Correction of Arithmetical Errors

31.1   Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a)   if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b)   if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c)   if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2   Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1   For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS.**

33. Margin of Preference

33.1   **Unless otherwise specified in the BDS,** a margin of preference shall not apply.

34. Evaluation of Bids

34.1   The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2   To evaluate a Bid, the Purchaser shall consider the following:

(a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS;** and the Bid Price as quoted in accordance with clause 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.3;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;

(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria

34.5 The Purchaser's evaluation of a bid will exclude and not take into account:

(a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods

and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

35. Comparison of Bids

35.1   The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

36. Qualification of the Bidder

36.1   The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

36.2   The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.

36.3   An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

37.1   The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

38. Award Criteria

38.1   Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents,

provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39. Purchaser's Right to Vary Quantities at Time of Award

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

40. Notification of Award

40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:

(i)   name of each Bidder who submitted a Bid;

(ii)   bid prices as read out at Bid Opening;

(iii) name and evaluated prices of each Bid that was evaluated;

(iv)   name of bidders whose bids were rejected and the reasons for their rejection; and

(v)   name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

41.2   Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41.3   Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

42. Performance Security

42.1   Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.

42.2   Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is: **FSSP/PIU/SASRA/NCB/12/2020-21**
ITB 1.1	The Purchaser is: **THE NATIONAL TREASURY**
ITB 1.1	The name of the NCB is: **Supply, Installation & Commissioning Of a Disaster Recovery Site, Primary Data Center, Security and Performance Tools for the Sacco Societies Regulatory Authority (SASRA)** The identification number of the NCB is: **FSSP/PIU/SASRA/NCB/12/2020-21**

Item	ITEM DESCRIPTION	QUANTITY
1.	42U Rack with 2 PDU	2
2.	Blade Chassis	1
3.	Blade Servers	3
4.	Blade Server Aggregation Switches	2
5.	Enterprise Unified Storage Solution	1
6.	Backup Appliance	
7.	Replication Appliance	1
8.	UPS Power Backup	1
9.	Data Centre and Disaster Recovery Core Switches	1
10.	**Security Solution**	
10.1	2 Factor Authentication – NAC Solution	600 USERs
10.2	Web Application Firewall	2
10.3	Application Load Balancers	2
10.4	Data Loss Protection	200 USERS

Bidders MUST bid for all items and quantities. Bidders not offering for all the items and corresponding quantities will be considered as non-responsive.

ITB 2.1	The Borrower is: **THE GOVERNMENT OF KENYA**
ITB 2.1	Loan or Financing Agreement amount: **US $ 37 million**

ITB 2.1	The name of the Project is: **FINANCIAL SECTOR SUPPORT PROJECT(FSSP)**
ITB 4.1	Maximum number of members in the JV shall be: **N/A**
IITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
	B. Contents of Bidding Documents
ITB 7.1	For **Clarification of bid purposes** only, the Purchaser's address is:
	Attention: **Procurement Specialist**
	Address: **Anniversary Towers**
	University Way, 7th floor, North Wing
	City: **NAIROBI**
	Country: **KENYA**
	Telephone: **+254 2210271**
	E- mail address: **procurement.fssp@piu.go.ke**
	Requests for clarification should be received by the Employer no later than **7(seven) days** before close of the tender
ITB 7.1	procurement.fssp@piu.go.ke
	C. Preparation of Bids
ITB 10.1	The language of the bid is: **English**
	All correspondence exchange shall be in **English** language.
ITB 11.1 (j)	The Bidder shall submit the following additional documents in its bid:-
	1. **Bidders offer against the required checklist**
	2. **Manufacturer's Technical Data Sheets for all items**
	3. **Manufacturer's Authorization for all items**
	4. **Written letter of warranty by the Bidder**
	5. **If a Joint Venture, a written agreement**
ITB 13.1	Alternative Bids **shall not be** considered.
ITB 14.5	The prices quoted by the Bidder **shall not** be subject to adjustment during the performance of the Contract.

ITB 14.6	Prices quoted for each lot (contract) shall correspond at least to **100** percent of the items specified for each lot (contract).
	Prices quoted for each item of a lot shall correspond at least to **100** percent of the quantities specified for this item of a lot.
ITB 14.7	The Incoterms edition is: **Incoterms 2000**
ITB 14.8 (b) (i) and (c) (v)	Place of Destination: **CIP – NAIROBI**
ITB 14.8 (a) (iii);(b)(ii) and (c)(v)	"Final destination (Project Site)": **The Sacco Societies Regulatory Authority (SASRA) of UAP Old Mutual Towers, 19th Floor Upper Hill Road, Upper Hill P.O. Box 25089 00100, Nairobi, Kenya**
ITB 15.1	The prices shall be quoted by the bidder in **Kenya Shillings**
	The Bidder is required to quote in **Kenya Shillings** the portion of the bid price that corresponds to expenditures incurred in **Kenya Shillings**.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): **3 years**
ITB 17.2 (a)	Manufacturer's authorization is required
ITB 17.2 (b)	After sales service is required
ITB 18.1	The bid validity period shall be **120** days.
ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s): **N/A**
ITB 19.1	A Bid Security **shall be** required.
	Bids must be accompanied by a bid security denominated in the currency of the bid or in another freely convertible currency, and shall be in a form of a bank guarantee from a reputable bank.
	The amount of the Bid Security shall be **Kenya Shillings One Million Five Hundred Thousand (KES 1,500,000)** from a commercial Bank only.
ITB 19.3 (d)	Other types of acceptable securities: **N/A**

ITB 19.9	N/A
ITB 20.1	In addition to the original of the bid, the number of copies is**: 1(One) indicated "Original" and 1 "Copy"**
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:** **The name and position held by each person signing the authorization and must be typed or printed below the signature.** **All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.**
	D. Submission and Opening of Bids

ITB 22.1	For **bid submission purposes** only, the Purchaser's address is:
	
	    Project Manager
	    Project Implementation Unit
	    Financial Sector Support Project
	    Attention: Procurement Specialist
	    7th Floor, Anniversary Towers, North Tower.
	    Building No. 19 Monrovia Street/University Way
	    Nairobi, Kenya.
	
	and placed in the Tender Box **at 7th Floor, Anniversary Towers, North Tower, Monrovia Street/University Way.**
	
	Bulky or large bid documents which cannot go through the slot of the Tender Box must be delivered to the **Project Officer, Project Implementation Unit, Anniversary Towers, 7th Floor.**
	
	The deadline for the submission of bids is:
	
	Date: **Monday 16th November 2020**
	Time: **12.00 p.m.**
	Bidders **shall not** have the option of submitting their bids electronically.

ITB 25.1	**The bid opening shall take place at:** Street Address: **University Way** Floor/ Room number: **Anniversary Towers, 7th Floor, Conference Room** City: **Nairobi, Kenya** Date: **Monday 16th November 2020** Time: **12.00 p.m**
ITB 25.3	The Letter of Bid and Price Schedules shall be initialed by **2 or More** representatives of the Purchaser conducting Bid opening.

	Each Bid shall be numbered, and initialed by all representatives any modification to the unit or total price shall be initialed by the Representative of the Purchaser,
	All other envelopes shall be opened one at a time, reading out: **the name of the Bidder, any modification, the total Bid Prices, including any discounts, the presence or absence of a Bid Security, and any other details as the Purchaser may consider appropriate. Only discounts read out at Bid opening shall be considered for evaluation.**
E	**E. Evaluation and Comparison of Bids**
ITB 32.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Kenya Shilling** The source of exchange rate shall be: **The Central Bank of Kenya** The date for the exchange rate shall be the **Prevailing selling exchange rate** on date for submission
ITB 33.1	A margin of domestic preference **shall not** apply.

TB 34.2(a)	Evaluation will be done for all Items **(contracts)**
	Note:
	Bids will be evaluated for all items. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
ITB 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:
	(a) Deviation in Delivery schedule: **No**
	(b) Deviation in payment schedule: **No**
	(c) the cost of major replacement components, mandatory spare parts, and service: **No**
	(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid **No**
	(e) the projected operating and maintenance costs during the life of the equipment **No**
	(f) the performance and productivity of the equipment offered; **No**
	F. Award of Contract
ITB 39.1	The maximum percentage by which quantities may be increased is: **15%**
	The maximum percentage by which quantities may be decreased is: **15%**

Section III. Evaluation and Qualification Criteria

Contents

1. Margin of Preference (ITB 33)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows*:*

(a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.

(b) **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.

(c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, all bids from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group C shall be selected as paragraph above."

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

(a)   Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment, as specified in BDS 34.6, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.

2.2. Multiple Contracts (ITB 34.4)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.1 Post-Qualification Requirements)

The Purchaser shall:

(a)   evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.8

(b)   take into account:

(i)   the lowest-evaluated bid for each lot and

(ii)   the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"

3. Qualification (ITB 36)

3.1 Post qualification Requirements (ITB 36.1)

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a)   If Bidder is Manufacturer:

(i)   Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): **The Company's audited accounts for the past two years**

(ii)   Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- **Bidder(s) must provide names of at least two (2) sites where similar OEM Server/Storage equipment has been supplied and setup in the last five years provide relevant documentary proof. ONLY LPO/Contract will be considered.**

- **Bidder(s) must provide names of at least two (2) sites where similar Security and Performance tools has been setup in the last five years provide relevant documentary proof. ONLY LPO/Contract will be considered.**

- **Experience providing two years or higher Support onsite, parts and labour for the Hardware Solution for at least two sites in the last five years (Provide relevant Documentary proof. ONLY LPO/Contract will be considered)**
- **Experience providing two year or higher support onsite, parts and labour for Security and Performance Tools for at least two sites in the last five years. (Provide relevant Documentary proof. ONLY LPO/Contract will be considered)**
- **Provide a sample annual maintenance contract (Bidder to share their various SLAs options)**
- **Bidder MUST have been operation for a Minimum of 10 years providing ICT solutions.**

(b)   If Bidder is not manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the

- **Bidder(s) must provide names of at least two (2) sites where similar OEM Server/Storage equipment has been supplied and setup in the last five years provide relevant documentary proof. ONLY LPO/Contract will be considered.**
- **Bidder(s) must provide names of at least two (2) sites where similar Security and Performance tools has been setup in the last five years provide relevant documentary proof. ONLY LPO/Contract will be considered.**

- **Experience providing two years or higher Support onsite, parts and labour for the Hardware Solution for at least two sites in the last five years (Provide relevant Documentary proof. ONLY LPO/Contract will be considered)**
- **Experience providing two year or higher support onsite, parts and labour for Security and Performance Tools for at least two sites in the last five years. (Provide relevant Documentary proof. ONLY LPO/Contract will be considered)**
- **Bidders provide a sample annual maintenance contract (Bidder to share their various SLAs options)**
- **Bidder MUST have been operation for a Minimum of 10years providing ICT solutions**

Section IV. Bidding Forms

Table of Forms

Letter of Bid

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these form and shall be deleted from the final products.

Date: **[insert date (as day, month and year) of Bid Submission]**
ICB No.: **[*insert number of bidding process*]**
Invitation for Bid No.: **[insert identification]**
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: **[*insert complete name of Purchaser*]**

(a)   We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)___;

(b)   We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c)   We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6

(d)   We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **[*insert a brief description of the Goods and Related Services*]**;

(e)   The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];**

In case of multiple lots, total price of each lot **[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];**

In case of multiple lots, total price of all lots (sum of all lots) **[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]**;

(f)   The discounts offered and the methodology for their application are:

(i) The discounts offered are: **[Specify in detail each discount offered.]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [**Specify in detail the method that shall be used to apply the discounts**];

(g) Our bid shall be valid for a period of [*specify the number of calendar days*] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

(j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;[1]

(l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

 (If none has been paid or is to be paid, indicate "none.")

(m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

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[1] *Bidder to use as appropriate*

(n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder***** **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder****** **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above**]

Date signed **_[insert date of signing]** day of **[insert month]**, **[insert year]**
*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
ICB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of_ _____ pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].
Date: *[insert date (as day, month and year) of Bid Submission]*
ICB No.: *[insertĵ number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of_ _____ pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's   name: *[insert JV's Member legal name]*
3. Bidder's JV Member's   country of registration: *[insert JV's Member   country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member   authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7.   Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐   Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. ☐   In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)		Date:_____
		ICB No: _____
Currencies in accordance with ITB 15		Alternative No: _____
		Page N° _____ of _____

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP *[insert place of destination]* in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
[insert number of the item]	*[insert name of good]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert total price of the line item]*
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*

span	(Group C bids, Goods already imported) Currencies in accordance with ITB 15								Date:_____ ICB No: _____ Alternative No: _____ Page N° _____ of _____		

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 148 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	*[insert name of Goods]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert custom duties and taxes paid per unit]*	*[insert unit price net of custom duties and import taxes]*	*[insert price per line item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in the Purchaser's country]*	*[insert sales and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*
										Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

* [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids) Currencies in accordance with ITB 15						Date:_____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of the item]	*[insert name of Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]*	*[insert sales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
								Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule - Related Services

				Date:_____ ICB No: _____ Alternative No: _____ Page N° _____ of _____		
	Currencies in accordance with ITB 15					
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physi;cal unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at place of final destination per Service]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
				Total Bid Price		

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

IFB No.: *[Purchaser to insert reference number for the Invitation for Bids]*

Alternative No*.: [Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a)   has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b)   having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii**) twenty-eight days** after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety],* **authorized to transact business in** *[name of country of Purchaser],* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called "the Purchaser") in the sum of *[amount of Bond]*[2] *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ___ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

(a)   has withdrawn its Bid during the period of bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; or

(b)   having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____   Surety: _____
          Corporate Seal (where appropriate)

_____   _____

(Signature)   *(Signature)*
(Printed name and title)   *(Printed name and title)*

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[2]   The amount of the Bond shall be denominated in the currency of the Purchaser's country or the equivalent amount in a freely convertible currency.

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*
Bid No.: *[number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date],* if we are in breach of our obligation(s) under the bid conditions, because we:

(a)   have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or

(b)   having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*****_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder******_____

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

 [Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS.**]*

Date: *[insert date (as day, month and year) of Bid Submission]*
ICB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V. Eligible Countries

Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Section VI. Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[3] In pursuance of this policy, the Bank:

    (a)   defines, for the purposes of this provision, the terms set forth below as follows:

        (i)   "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[4]

        (ii)   "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[5]

        (iii)   "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[6]

        (iv)   "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[7]

        (v)   "obstructive practice" is:

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[3] In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

[4] For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

[5] For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[6] For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

[7] For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

(aa)   deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb)   acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

(b)   will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c)   will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d)   will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[8] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[9];

(e)   will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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[8]   A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

[9]   A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the bidder*]
LOT A							
1	42U Rack with 2 PDU	2	No	SASRA Nairobi		90 days after the signing of the contract.	
2	Blade Chassis	1	No	SASRA Nairobi		90 days after the signing of the contract.	
3	Blade Servers	3	No	SASRA Nairobi		90 days after the signing of the contract.	
4	Blade Server Aggregation Switches	2	No	SASRA Nairobi		90 days after the signing of the contract.	
5	Enterprise Unified Storage Solution	1	No	SASRA Nairobi		90 days after the signing of the contract.	
6	Backup Appliance	1	No	SASRA Nairobi		90 days after the signing of the contract.	
7	Replication Appliance	1	No	SASRA Nairobi		90 days after the signing of the contract.	
8	UPS Power Backup	1	No	SASRA Nairobi		90 days after the signing of the contract.	
9	Data Centre and Disaster Recovery Core Switches	2	No	SASRA Nairobi		90 days after the signing of the contract.	
10	**Security Solution**						
10.1	2 Factor Authentication – NAC Solution	600	USERs	SASRA Nairobi		90 days after the signing of the contract.	

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the bidder*]
10.2	Web Application Firewall	2	No	SASRA Nairobi		90 days after the signing of the contract.	
10.3	Application Load Balancers	2	No	SASRA Nairobi		90 days after the signing of the contract.	
10.4	Data Loss Protection	200	USERs	SASRA Nairobi		90 days after the signing of the contract.	

2.   List of Related Services and Completion Schedule

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
A	Installation & Commissioning of an of a Disaster Recovery Site, Primary Data Center, Security and Performance Tools	1	No	SASRA Offices Nairobi	Three Week after delivery of goods
B	Certification training on the proposed hardware solution	2 (Technical Staff)	No	Nairobi	One Week after installation and configuration
C	Certification training on the proposed security and performance tools	2 (Technical Staff)	No	Nairobi	One Week after installation and configuration

1. If applicable

3. TECHNICAL SPECIFICATIONS

SUPPLY, INSTALLATION & COMMISSIONING OF A DISASTER RECOVERY SITE, PRIMARY DATA CENTER, SECURITY AND PERFORMANCE TOOLS FOR THE SACCO SOCIETIES REGULATORY AUTHORITY (SASRA)

No: FSSP/PIU/SASRA/NCB/12/2020-21

Project Overview

The current operations at SASRA supervision department is largely manual with key processes such as licensing, data analysis, corporate approvals, being done on spreadsheets. In addition, the workload is expected to increase with the planned regulation by SASRA of an estimated 200 Non Deposit Taking Saccos (DTS). To address this as well as improve on efficiency, there is a need to automate the entire supervision processes. Further, considering the workload based on the number of staff and the licensed deposit taking Saccos, it is imperative that a Risk Based Supervision System (RBSS) is acquired and integrated to the current Navision ERP at SASRA to improve on efficiency of service delivery.

SASRA is currently implementing a Risk Based Supervision System (RBSS). The RBSS project also includes supply, installation and configuration of hardware and related infrastructure. The hardware and related infrastructure is scoped to principally meet the needs of SASRA Supervision Department and all other departments for the next ten (10) years. The RBSS including the current ERP (MS Dynamics NAV) will be hosted on the hardware. The RBSS is a mission critical system and requires 99.9% uptime and a robust business continuity and disaster recovery mechanism. The Supervision Department data needs to also be secured to forestall unauthorized access and protected regulatees data. Taking into consideration these requirements the following additional infrastructure (hardware and software) as a Turnkey Solution is required:

    I.   **Data Centre** – SASRA has a server room which has served most needs of the Authority in the past, with the new ICTA standards, and the need to ensure high-availability to stakeholders. This is especially necessitated by the following:

        a.   The ICTA standards. The ICT Authority standards mandate that datacentres be built to a particular standard.

        b.   With the acquisition of a Risk Based Supervision System and the hardware for it to run-on, there is a need to ensure high-availability of the system to the SACCO industry.

        c.   Increased adoption of automation by the Authority's stakeholders which has increased the viability of online submissions from the industry. The current sever room needs to be upgraded to a Tier 3 Data Centre.

   II.   **Disaster recovery** – The RBSS being implemented will be a mission critical system and therefore the hardware at the current Disaster Recovery (DR) site needs to be upgraded to be a replica of the hardware and related infrastructure at the primary site. Replication of all application and data at the primary site to the secondary site is also required. This will ensure seamless access of all SASRA system including the RBSS from the disaster site in the event that the primary site is not available.

  III.   **Security and Performance tools** – The RBSS will be a web application that will require to be secured. The number of regulatees that will be accessing the RBSS is set to steadily grow as Non Deposit Taking Sacco are put under the purview of SASRA. For these reasons, web application security and web server loading balancing tools are required to ensure that principally the RBSS and other business application are secured from unauthorized access/ malicious attacks and that the RBSS performance and reliability is enhanced.

A Technology Service Provider is required to supply, setup, configure, commission, train SASRA technical staff and provide support for solution to meet the above needs that meet the Technical Specification outlined in **Section 5**.

ABBREVIATION

NO.	ACRONYM	DESCRIPTION
1.	AC	Alternating Current
2.	ACL	Access Control Lists
3.	AIX	Advanced Interactive eXecutive
4.	AV	Anti-Virus
5.	BGP	Border Gateway Protocol
6.	BYOD	Bring Your Own Device
7.	CIFS	Common Internet File System
8.	CLI	Command Line Interface
9.	CPS	Certificate Provisioning System
10.	CSV	Comma-Separated Values
11.	DCB	Data Centre Bridging
12.	DIMM	Dual In-line Memory Module
13.	DLP	Data Loss Protection
14.	DNS	Domain Name System
15.	DoS	Denial of Service
16.	EAP	Extensible Authentication Protocol
17.	ESXi	ESX Integrated
18.	FC	Fibre Channel
19.	FQDM	Fully Qualified Domain Name
20.	GbE	**Gigabit Ethernet**
21.	Gbps	**Gigabit** per second
22.	Gbs	Gigabits
23.	GE	Gigabit Ethernet
24.	GTC	Generic Token Card
25.	GUI	Graphical User Interface
26.	HTTP	Hypertext Transfer Protocol
27.	HTTP RFC	Hypertext Transfer Protocol Request for Comments
28.	HTTPS	Hypertext Transfer Protocol Secure
29.	HZ	Hertz
30.	ICMP	Internet Control Message Protocol
31.	IEEE	Institute of Electrical and Electronics Engineers
32.	IO	Input Output
33.	IP	Internet Protocol
34.	IPv4	Internet Protocol version 4
35.	IPv6	Internet Protocol version 6
36.	iSCI	Internet Small Computer Systems Interface
37.	JSON	JavaScript Object Notation
38.	KVA	Kilo Volt Amperes
39.	KVM	Keyboard, Video and Mouse
40.	L2	Layer 2
41.	L3	Layer 3
42.	L4	Layer 4
43.	L6	Layer 6
44.	L7	Layer 7
45.	LC	Lucent Connector
46.	LDAP	Lightweight Directory Access Protocol
47.	LRDIMM	Load Reduced Dual In-line Memory Module

NO.	ACRONYM	DESCRIPTION
48.	MB	MegaBits
49.	MSCHAPv2	Microsoft Challenge-Handshake Authentication Protocol version 2
50.	NAS	Network Attached Storage
51.	NDMP	Network Data Management Protocol
52.	NFS	Network File System
53.	NL-SAS	Near Line Serial Attached SCSI
54.	NTLM	New Technology LAN Manager
55.	NVRAM	Non-Volatile Random Access Memory
56.	OEM	Original Equipment Manufacturer
57.	OM4	Optical Multimode 4
58.	ONIE	Open Network Install Environment
59.	**OSPF**	Open Shortest Path First
60.	OSPF	Open Shortest Path First
61.	OST	OpenStorage Technology
62.	OWA	Outlook Web Access
63.	OWASP	Open Web Application Security Project
64.	PCI DSS	Payment Card Industry Data Security Standard
65.	PDU	Power Distribution Unit
66.	PEAP	Protected Extensible Authentication Protocol
67.	PSU	Power Supply Unit
68.	QoS	Quality of Service
69.	QSFP	Quad (4-channel) Small Form-factor Pluggable
70.	RADIUS	Remote Authentication Dial-In User Service
71.	RAID	Redundant Array of Independent Disks
72.	RDIMM	Reduced Dual In-line Memory Module
73.	RDP	Remote Desktop Protocol
74.	REST API	REpresentational State Transfer Application Programming Interface
75.	RMAN	Oracle Recovery Manager
76.	RoCE	Remote Direct Memory Access over Converged Ethernet
77.	RPM	Revolutions per minute
78.	RSA	Rivest Shamir Adleman
79.	RTMP	Real Time Messaging Protocol
80.	RTSP	Real Time Streaming Protocol
81.	RU	Rack Unit
82.	SAML	Security Assertion Markup Language
83.	SAML	Security Assertion Markup Language
84.	SAN	Storage Area Network
85.	SAN	Storage Area Network
86.	SATA	Serial Advanced Technology Attachment
87.	SCSI	Small Computer System Interface
88.	SFF	Small Form-factor
89.	SFP	Small Form-factor Pluggable
90.	SIP	Session Initiation Protocol
91.	SLB	Server Load Balancing
92.	SMB	Server Message Block
93.	SNMP	Simple Network Management Protocol
94.	SPOF	Single Point Of Failure
95.	SQL	Structured Query Language

NO.	ACRONYM	DESCRIPTION
96.	SQLi	Structured Query Language Injection
97.	SR Transceivers	Short Reach Transceivers
98.	SR Transceivers	Short Reach Transceivers
99.	SSD	Solid State Drive
100.	SSL	Secure Socket Layer
101.	Tbps	TeraBits Per Second
102.	TLS	Transport Layer Security
103.	TTLS	Tunneled Transport Layer Security
104.	UDP	User Datagram Protocol
105.	UPS	Uninterrupted Power Supply
106.	URI	Uniform Resource Identifier
107.	URL	Uniform Resource Locator
108.	VAC	Volts Alternating Current
109.	VLANS	Virtual Local Area Networks
110.	VPN	Virtual Private Network
111.	VRF	Virtual Routing and Forwarding
112.	VRLA	Valve Regulated Lead–AciD
113.	VRRP	Virtual Router Redundancy Protocol
114.	vVols	Virtual Volumes
115.	W	Watts
116.	WAF	Web Application Firewall
117.	WWEB	World Wide Electronic Broadcast
118.	XML	Extensible Mark-up Language

SUMMARY OF REQUIREMENTS

The table below summarizes the technical requirements. Detailed specifications of each item are in the section below.

ITEM	ITEM DESCRIPTION	UOM	QUANTITY
1.	42U Rack with 2 PDU	ITEM	2
2.	Blade Chassis	ITEM	1
3.	Blade Servers	ITEM	3
4.	Blade Server Aggregation Switches	ITEM	2
5.	Enterprise Unified Storage Solution	ITEM	1
6.	Backup Appliance	ITEM	1
7.	Replication Appliance	ITEM	1
8.	UPS Power Backup	ITEM	1
9.	Data Centre and Disaster Recovery Core Switches	ITEM	2
10.	Security Solution		
10.1	2 Factor Authentication – NAC Solution	USERs	600
10.2	Web Application Firewall	ITEM	2
10.3	Application Load Balancers	ITEM	2
10.4	Data Loss Protection	USERs	200

CURRENT SASRA ENVIRONMENT

The Current primary site that needs to be replicated to the secondary site has Hardware and OS environment as outlined below:

  I.   42U Rack I
   a. Blade Chassis – Dell MX7000 Enclosure
   b. Blade Servers – Dell PowerEdge MX740C

 II.   42U Rack II
   a. SAN Storage – Dell EMC Unity 380
   b. Backup Appliance – Dell EMC Data Domain DD6300

III.   Software
        a. Windows Server 2019 Datacenter Edition licensed for all server cores
        b. Virtualization Software –Hyper V

SITE SURVEY (4th November 2020 at 11.00am)

Bidders are required to attend the site survey which will take place at SASRA office, located at <u>UAP Old Mutual Towers, 19th floor</u> upper hill road, upper hill on <u>4 November 2020 at 11.00am</u>. Bidders who fail to attend the site survey bids will be considered non-responsive.

BIDDERS QUALIFICATION CRITERIA

The following evaluation criteria will apply: -
   i.   **Preliminary Examination**
   ii.   **Mandatory Evaluation- Pass/Fail basis**
   iii.   **Technical Mandatory Compliance Evaluation –Pass/Fail**
   iv.   **Financial Evaluation- Lowest Evaluated bidder**

Preliminary Examination

Bids will examined to determine whether they are complete, whether any computation 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. The bidders that will meet the Preliminary requirements will qualify to proceed to mandatory evaluation stage below.

Mandatory Evaluation

The Bids shall undergo a general pre-qualification process in order to determine the bid compliance to the following preliminary qualification merits. Bidders who fail this stage will not be evaluated further.

No.	Requirements	Pass/Fail
1	Bidder(s) MUST be either a Gold/ Premium / Tier I Partner or higher for the proposed hardware solutions. Provide Original Equipment Manufacturer Letter as confirmation.	
2	Bidder MUST provide Manufacturer Authorization for: • Proposed Hardware • Proposed Security and Performance Tools	
3	Hardware, Security and Performance Tools solutions MUST be procured from the local OEM channel. Provide recently dated Original Equipment Manufacturer Letter as confirmation.	
4	Manufacturer Certificates for Proposed Hardware Original Equipment Manufacturer as proof of partnership level MUST be provided with the following competencies as a minimum: • Core Client • Data Protection • Hybrid Cloud	
5	The bidder must provide a current, dated and signed authorization from the manufacturer that the bidder is an authorized distributor, dealer or serviced representative and is authorized to sell the manufacturer's product	
6	Statement of Work (SoW) from Hardware Original Equipment Manufacturer MUST be included	
7	Bidder is required to provide as part of their bid a Signed **Mandatory Site Visit** Certificate.	
8	Bidder(s) must submit a list of proposed two (2) technical staff that are OEM certified for the Hardware Solution	

	Qualification for the Hardware Engineers • At least a Diploma in Information Technology or similar field and certification • Relevant technical certification specific to the proposed Hardware OEM solution (Attach copies of CVs and relevant certifications as proof)	
9	Bidder(s) must submit a list of proposed two (2) Security Engineers that are OEM certified for the Security Solution proposed Qualification for the Security Engineers • At least a Diploma in Information Technology or similar field and certification • Relevant technical certification specific to the proposed Security and Performance solution (Attaching copies of CVs and relevant certifications as proof)	

TECHNICAL MANDATORY COMPLIANCE EVALUATION

The rating procedure for the technical compliance evaluation shall be based on the set criteria of Compliant/Non-compliant of the specifications detailed below: Any non-compliance to the specifications in the Mandatory Technical Compliance stage will lead to disqualification from proceeding to the financial evaluation stage.

Disaster Recovery Hardware

Bidder will be required to setup, configure the proposed hardware solution and provide the required software licenses and certification training of two technical staff. The solution proposed should include two (2) years support onsite including parts and labour.

1) **Racks – Quantity 2**

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
1.	42U Deep Rack with side panel and lockable door		
2.	2 PDU AC 230V – 2x 24 Output Connectors		
3.	Vented Top Panel with Cable routing Ports		
4.	Perforated doors to promote efficient airflow, Front Door Lockable/Removable		
5.	Adjustable mounting rails,		
6.	Toolless vertical mounting for PDU/Cable managers		
7.	Modular Side Panels		
8.	4 Heavy Duty Casters/Levellers		

2) Blade Chassis – Quantity 1

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
1	Blade Chassis should measure Maximum **8 RU** and fit into 19 inch Standard Rack		
2	The chassis should be able to support compute sleds, storage sleds and network switches within the chassis without exceeding the RU space required by the chassis		
3	Should support at least **six** IO module bays to support redundant Network and storage fabrics		
4	12 port IO Module/ Interconnect should support at least 25Gbps downlinks to the each port in the Blade server supporting carving 8 physical network partitions per port to support both Ethernet and FC traffic over Ethernet x 2		
5	Should be open networking (ONIE) compatible		
6	Must be equipped with **Dual Redundant** Converged Network IO Module with **400GbE** total Ethernet uplink bandwidth and **256Gbps** total FC uplink bandwidth with multi-chassis scaling capability and must come with all cables and SFPs		
7	The chassis should be able to support Fibre Channel SAN switches with at least 8* 32Gb FC uplinks and also at least 32Gb downlinks to all server slots. Switch should support trunking to external SAN switches at 128Gb/s per trunk		
8	The chassis should provide direct connection between blade server I/O card and ethernet network switches without use of a mid-plane, to eliminate bottlenecks in future network upgrades		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
9	Chassis should have dual redundant Management modules built-in		
10	Should support built-in Zero Click Discovery of compute, storage and network resources within the management domain		
11	Should support management using an interactive touchscreen and mobile options. The Chassis should have a built-in 16-port KVM enabled. If Chassis doesn't have built-in KVM, then KVM has to be quoted separately with necessary cables and 1U monitor. Should allow 2 remote users and 1 local users and have dual power supply		
12	Should support end to end firmware update and management process with direct updates from the OEM website and validated firmware bundles		
13	Should be able to manage the Chassis hardware within VMWare and Microsoft Environments without the need to switch between management consoles		
14	Must be configured with 6 power supplies with 3+3 configuration and accompanying power cables		
15	2 Years onsite support with Next Business Day response - Assigned Technology Service Manager - Proactive and predictive issue detection capabilities - Automated case creation with notification		

3) Blade Server - Quantity 3

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
1.	Blade server must have 2x Intel Xeon Gold 6230 2.1G, 20C processors		
2.	12x 32GB RDIMMs, scalable to at least up to 3TB, using DDR4 Load Reduced DIMM (LRDIMM) memory modules		
3.	Minimum 2x 480GB SSD hot plug SFF SATA drives scalable up to 6 hot plug hard drives per compute node using internal hot plug drives slots.		
4.	Integrated PCIe 3.0 12Gb/s SAS Raid Controller with 8GB Cache to support both internal hard drives of compute sled as well as the hard disks in a storage sled supporting RAID 0, 1, 5, 6, 10, 50, 60		
5.	Dual Port **25Gbps** Converged Network Adapter supporting Ethernet/FCOE/FC supporting NPAR and SR-IOV		
6.	Should support at minimum the following Operating system versions: • Citrix XenServer 7.1 CU1 • Microsoft Windows Server 2016 • Microsoft Windows Server 2012 R2 • Red Hat Enterprise Linux 7.5 • SuSE Linux Enterprise Server 12 SP3 • Ubuntu 18.04 • VMWare ESXi 6.5 U2		

	• VMWare ESXi 6.7		
7.	Windows Server Data Centre Edition 2019 to cover all cores		
8.	2 Years onsite support with Next Business Day response - Assigned Technology Service Manager - Proactive and predictive issue detection capabilities - Automated case creation with notification		

4) Blade Server Aggregation Switches - Quantity 2

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
1.	Switch must be capable of 10/25/40/50/100 GbE and have the below inbuilt ports active: • 48 line-rate 25GbE SFP28 ports • 6 line-rate 100GbE QSFP28 ports • 1 RJ45 console and management port with RS232 signalling		
2.	IO Panel to PSU Airflow		
3.	Fresh-Air Cooling up to 44C degrees inlet temperature or higher		
4.	Switch Fabric Capacity: 3.5Tbps minimum		
5.	Packet Buffer Memory: 16MB minimum		
6.	MAC addresses: Up to 510K ARP table: Up to 250K IPv4 routes: Up to 126K IPv6 routes: Up to 64K Multicast hosts: Up to 64K		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
7.	Layer 2 VLANS: 4K		
8.	Supports the open source Open Network Install Environment (ONIE)		
9.	Full data centre bridging (DCB) support for lossless iSCSI SANs, RoCE and converged network		
10.	VRF-lite capability for sharing of networking infrastructure and providing L3 traffic isolation across tenants		
11.	Scalable L2 and L3 Ethernet Switching with QoS, ACL and a full complement of standards based IPv4 and IPv6 features including OSPF, BGP and PBR		
12.	8x 10GbE SFP+ SR Transceivers per switch 10x LC-LC OM4 cables 5 Meters per switch		
13.	2 Years onsite support with Next Business Day response - Assigned Technology Service Manager - Proactive and predictive issue detection capabilities - Automated case creation with notification		

5) **Enterprise Unified Storage Solution Requirement - Quantity 1**

SASRA will wish to acquire a unified storage infrastructure for their disaster recovery site. The proposed solution should also come with a single manufacturer premium support

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
1.	The proposed storage must integrate with the current storage at SASRA		
2.	Protocols: • Fibre Channel • NFS • SMB 3.0 (CIFS) • CIFS • Vvols		
3.	The system should be: • Truly unified system serving both SAN and NAS from the same dual controllers • Active – Active Dual Controller systems • Must provide RAID 1/5/6 and allow transparent migrations between different RAID configurations. Disks should be available while zeroing. • Support Inline Compression and deduplication for All Flash Pools • Cloud enabled with possibility to integrate with (Private, Public, Hybrid) cloud		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
4.	Solution should implement a no Single Point Of Failure (SPOF) architecture. Kindly provide a detailed explanation of the architecture		
5.	The configuration should be as below on the minimum: Tier 1: • 9 * 1.6 TB SSD drives using RAID 5 (8+1) Tier 2: • 5 * 1.6 TB SSD drives using RAID 5 (4+1) • 18 * 1.8 TB SAS drives using RAID 5 (8+1) • 8 * 12 TB NL-SAS drives using RAID 6 (6+2) **For PR** The above drives will be used for data storage. Kindly show your calculation and include the necessary hot spares for availability.		
6.	CPU: • 2 x Intel CPUs, 12 cores per Array, 1.7GHz		
7.	Memory: • 128 GB System Memory per array		
8.	Connectivity: • 8 x 16Gb FC ports for front end connectivity • 8 * Ethernet 10GbE		
9.	The configuration should also include: • Hot spares (show how hot spares are distributed) • 4 x 4 lane 12Gb/s embedded SAS IO ports		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
	per array for back end connectivity		
10.	Equipped with all licensed software and features available for the Storage System (File, Block, vVol, QoS, Encryption, Anti-Virus, Snaps, Local and Remote Replication, vCenter Plugins)		
11.	Scalability: • Array should support minimum 5 and up to 500 drives in the future without controller replacement for primary site and 250 drives for disaster recovery site • Array should be able to scale up to 24 Front End Ports per array • 4 x 4 lane 12Gb/s embedded SAS IO ports per array for back end connectivity		
12.	Growth paths: • Scale front end and storage independently. • Compatibility with Cloud Tiering appliance for archiving and file migration • Compatibility with cloud gateway to allow tiering to the cloud in future		
13.	Local protection • Capable of Controller Based Data at Rest Encryption • Local Point-In-Time Unified Snapshots		
14.	Remote Protection • Native Asynchronous Block & File Replication		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
	• Native Synchronous Block Replication • Replication for VMs • Inbuilt Write Splitter to support Out of Band Replication (support current replication topology)		
15.	Integrate with the current and proposed backup solution including support from a single manufacturer		
16.	Storage System operating environment must not be residing on the Storage controllers/ Storage processors.		
17.	Solution must provide a SSD solution to store cache data in case of power off or power failure		
18.	Solution must be able to absorb spikes **in both read and write** workloads by providing an extended cache style solution using SSD that must also avoid re-warming the cache on failover. The extended cache provided should be a minimum of **400 GB SSD (using RAID 1)**		
19.	Solution must provide automatic monitoring of disk drive health and initiate a proactive background drive rebuild on failing drives using permanent hot sparing		
20.	The storage platform should be capable of supporting **2ⁿᵈ Generation Enterprise Flash Drives (200 GB, 400 GB, 800 GB, 1.6 TB and 3.2 TB), 15K RPM SAS drives (600 GB), 10K RPM SAS drives (600 GB, 1.2 TB and 1.8 TB), 7.2K RPM**		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
	SATA drives (2 TB, 4 TB and 6 TB) within the same system.		
21.	Allow one to Deploy a scalable 64-bit file system that supports space shrink, pointer based snaps, replication, quotas and in a virtualized NAS environment		
22.	The system should have QoS for block to streamline and manage performance or bandwidth for applications and users		
23.	The system should have a self-service portal with a robust on-line set of community activities (live chat, videos, documentation, and more); direct parts ordering, system views, and a modernized dial home capability.		
24.	The solution should have a no-cost software-as-a-service cloud-based storage analytics platform with near real-time intelligence and proactive monitoring of performance, capacity, system, protection, and configuration data to provide a health score and recommended remediation of issues based on best practices and risk management.		
25.	Management: • Proactive support available through the vendor tools • Consolidated Dashboard and Alerting • Integration with VMware, Microsoft and OpenStack		
26.	The proposed solution should come with HTML 5 Graphical User interface to allow management from different devices without installing any additional software		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
27.	The system should support Automated Storage Tiering.		
28.	The AST solution **MUST** allow one to set policies to ensure the right data is moved to the appropriate drive type		
29.	Storage array must be capable of doing **snapshots of snapshots and Writable Snapshots**		

30.	The **Writable Snapshots** provided by the system must support the following features:
	
	• Allows read/write access based on a previous checkpoint
	   – Does not change production file system
	   – Does not change previous snap
	   – Changed blocks written to snap save area		

31.	Solution replication should support advanced replication topologies. Should support both native replication and out of band replication		
32.	The solution should come with 2 year premium hardware and software support from the manufacturer		

6) Backup Requirement – Quantity 1

SASRA is looking at acquiring a secondary backup appliance with backup software from the same manufacturer as the storage and blade servers. The proposed backup should be from the same manufacturer as the storage and servers. The proposed backup should replicate with the current backup solution at SASRA

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
1.	Proposed backup solution must integrate with the current SASRA backup solution.		
2.	Complete integrated backup solution including software and dedicated backup appliance		
3.	The appliance should be disk-based and provide data deduplication: • Inline (at ingestion time), without any buffering at the file system level or separate deduplication processing window • For any file size • Single deduplication pool for all the data stored, independent of the type of data (Exchange, Oracle, files, etc) • Variable segment size		
4.	Complete integration with the storage system (from the same manufacturer to reduce administrative and management costs)		
5.	Virtual synthetic full back up support – the full backups should be reconstructed at the appliance level under the backup software's control.		
6.	Multiprotocol & multi-application access: • Ethernet based (1GbE and 10GbE) CIFS, NFS, OST/Boost, NDMP o Link aggregation, link failover should be		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
	possible with Ethernet links ○ CIFS & NFS should be available to be used also outside the reach of the backup & archiving application for use cases such as data dumps and integration with other data sources (eg: direct backups from Oracle RMAN) • Fiber Channel • Virtual Tape Library access available as an option • Simultaneous usage of all the protocols at the same time should be possible		
7.	Data integrity and internal features: • RAID 6 should be mandatory as data integrity and protection are a priority • Tolerate without data loss any unplanned event such as power loss (NVRAM technology) • Self-healing file system, active and continuous verification of stored data • Ability to take snapshots at the appliance level • Support for file system cleaning operations during the backup window • Option to trigger processing power for the cleaning process		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
	• Call home functionality directly to manufacturer for proactive support		
8.	Data security • Support for secured multi tenancy - secure logical isolation of users, workloads, tenants of a shared infrastructure • Support for encryption of data at rest • Support for encryption for the replication stream • Role based user access		
9.	Capacity Requirements for Data Protection: • Backup Appliance: The equipment should include an initial minimal capacity of **34 TB** (after RAID6) using 4 TB drives and allow upgrades by adding additional shelves up to at least **178 TB** net capacity.		
10.	Must be also available as a virtual appliance (software defined appliance) form-factor for possible uses cases such as data migration, data mobility, data consolidation from branches etc.		
11.	Backup Software		
12.	Centralized protection in a heterogeneous environment, with minimal impact to production systems. The solution should include support for at least Microsoft Hyper-V, Windows, Linux, Exchange, Oracle, Microsoft SQL, SharePoint		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
13.	Centralized management and reporting for both the software and the dedicated backup appliance/appliances.		
14.	Simple licensing model based on capacity of protected data (front-end capacity model) – the solution should include licenses for at least 10 TB of front-end data.		
15.	Protect and recover virtual environments to ensure the most value from virtualization.		
16.	Block based backups for Hyper-V, Exchange, Oracle, Windows and Linux environments for fast, block-level incremental backups - the solution should bypass the file-system level by using a block-level approach to reading data at backup time		
17.	Each backup agent should be able to send its data directly to the backup device over an IP connection or FC connection eliminating the need to pass through a media server.		
18.	Capability to clone data to cloud storage for long term retention, included at no additional cost.		
19.	Solution maturity: at least 10 years on the market		
20.	The proposed backup appliance and the backup software must be produced and supported by the same manufacturer for guaranteed integration between all the components.		

7) **Replication Appliances Requirement – Quantity 4**

SASRA would like to be able to be able to recover data from any point in time to provide the business with the highest level of protection during system failures and provide a resilient Disaster Recovery solution which will work seamlessly with its current SAN framework as well as IP WAN whilst providing granular recovery for both array and applications

The solution should include out of band replication appliances that can be integrated with the current storage systems at SASRA.

Features	Description	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
Replication Mode	The replication solution must be able to replicate in three ways: • Configured unidirectional • Bidirectional • DV-R like recovery to any point in time The replication solution should also provide: • Asynchronous, synchronous and dynamic switching between Async to Synchronous and vice versa • Unidirectional, bidirectional, chain or star with ability to pause		
Implementation	Replication solution must be implemented **in-band or out band** and therefore not in the array or as array software. This is to ensure predictable performance and less load on array due to replication		

Features	Description	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
Data Recovery Point	The solution **must support** any point in time recovery of data. **Please note: Data Mirroring is not a form of any point in time recovery. Data Mirroring overwrites data which had been previously copied**		
Utilization of Bandwidth	The solution must **provide bandwidth reduction, deduplication & compression** for WAN transfer using either change deltas, prioritization, write-folding, deduplication or compression		
Integration with other System	Must support application integration and consistent replication for Microsoft Exchange 2003, 2007, 2010 with crash consistent recovery point utilizing Microsoft's Volume Shadow Copy Server.		
Database Interoperability support	Must support Oracle and MS SQL 2012, other applications and databases replication and consistent recovery.		
Splitter Support	Must support both array based, host based and Fabric based splitters		
Support of virtualization	Replication solution must have full integration with VMware Site Recovery Manager with Automated Failover and Failback as well as Microsoft Hyper- V		
Simultaneous Replication	• Replication solution must support 128		

Features	Description	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
	consistency groups simultaneously • Replication solution must be capable of replicating 2048 LUNs simultaneously		
Support of different environments	Must have group sets for Federated environments		
Throughput	Must be capable of providing a minimum of 75MB/s steady throughput		
Replication Protocol	The solution must be able to **replicate over IP or Fiber** as well as with Stretched CDP over Fiber		
Journaling	Must have journaling for application aware recovery		
Concurrency replication	Must provide Concurrent local and remote data protection that combines local and remote replication		
Data accessibility	• The solution must allow for instant access to protected data • The Continuous Data Protection solution should also be able to create bookmarks for significant point in time events, such as high application writes to the SAN, which will allow the administrators to move rapidly to key data restore points.		

Features	Description	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
Heterogeneity	Replication solution should support heterogeneous Operating systems i.e. Windows, AIX, HP-UX, LINUX		
Appliance Quantity (2)	The quantity of appliances to be included is as below: • 2 * Appliances to support Site A • 2 * Appliances to support Site B		

8) Data Centre and Disaster Recovery Core Switches – Quantity 2

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
1.	Switch must be capable of 10/25/40/50/100 GbE and have the below inbuilt ports active: • 48 line-rate 25GbE SFP28 ports • 2 x QSFP28 - DD • 4 x QSFP28 100GE		
2.	Must have layer 2 and 3 switching and routing protocols with integrated IP services, quality of service, manageability and automation features		
3.	Max 10Gbe Density – 80 Max 25 25Gbe density – 80 Max 40Gbe Density – 8 Max 50Gbe density – 16 Max 100Gbe density - 8		
4.	Switching Capacity 2.0Tbps (4.0 Tbps full duplex)		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
5.	Throughput 1.9 Bpps		
6.	Latency (nano sec) 847		
7.	CPU Memory 16GB		
8.	SSD 64GB		
9.	Packet Buffer 32MB		
10.	Maximum power 647W		
11.	Maximum current 2.9A@220VAC		
12.	8x 10GbE SFP+ SR Transceivers per switch 10x LC-LC OM4 cables 5 Meters per switch		
13.	2 Years onsite support with Next Business Day response - Assigned Technology Service Manager - Proactive and predictive issue detection capabilities - Automated case creation with notification		

9) Primary Data Centre - Power Backup (Quantity 1)

No.	Item Description	Complaint/ Not Complaint	Description of specifications offered including page no. In Technical Data Sheet where specifications is reflected.
	POWER BACKUP		
1.	Backup Power – UPS with 5 Hrs run-time at full load with 5x8 Start-up Service		
2.	UPS 3S 30kVA 400V 3:3 UPS		
3.	Parallel Capability		
4.	Internal Maintenance Bypass		
5.	Output Voltage Note Configurable for 380 : 400 or 415 V 3 Phase nominal output voltage		

No.	Item Description	Complaint/ Not Complaint	Description of specifications offered including page no. In Technical Data Sheet where specifications is reflected.
6.	Max Configurable Power (Watts) 24.0kWatts / 30.0kVA		
7.	Output Frequency (sync to mains) 47 - 53 Hz For 50 Hz nominal Sync to mains, 50 Hz +/- 0.1 % For 50 Hz nominal Unsynchronised		
8.	Bypass Built-in maintenance bypass, Built-in static bypass		
9.	Input frequency 40 - 70 Hz Auto-sensing		
10.	Battery type VRLA		
11.	Typical recharge time 5hour(s)		
12.	Nominal Battery Voltage +/- 192 V (split battery referenced to neutral		
13.	Extended Run Enclosure w/6 Batt. Modules and 5x8 Startup Service		
14.	Battery Placement External frame		
15.	Output Connections (1) Hard wire 5-wire (3P + N + E) (Battery Backup) (1) Hard wire 4-wire (3P + E) (Battery Backup) (1) Screw terminals (Battery Backup)		
16.	Installation and Commissioning		
17.	2 year Warranty UPS and Battery		

10) Security And Performance Tools

Bidder will be required to setup, configure the security and performance tools and provide the required licenses and certification training of two technical staff. The solution proposed should include two (2) years support onsite.

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
	General		
1.	Manufacturer backed 24x7 Premium Enterprise Support, including advanced device replacement in case of failure for all hardware supplied under this solution - 2 Year		
2.	The solution must be supplied with 2 Year License Subscription		
3.	The bidder must provide online on-demand instructor-led certification training for 2 Technical Staff		
10.1;	**2 Factor Authentication – NAC Solution (2)**		
	General		
1.	MUST support simple management access i.e. without the need for local management clients (HTTPS preferred)		
2.	MUST support high availability		
3.	MUST support SNMP for polling of system statistics		
4.	MUST support SNMP Traps for key system thresholds (specify)		
5.	MUST display a visual representation of authentication in the GUI		
6.	MUST log all authentication events:		
	Locally		
	Via syslog		
7.	MUST be simple to install, manage and upgrade		
8.	MUST support backup of the full system configuration via the Graphical User Interface		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
9.	MUST support automated backup of configuration to an external location		
	Technical		
1.	The solution must support VMware ESXi / ESX 4 / 5 / 6, Microsoft Hyper-V Server 2010, 2012 R2, and 2016, KVM, Xen, Microsoft Azure, AWS hypervisors		
2.	The solution must support at least 1,000 concurrent user authentications		
3.	The solution must be licensed with at least 600 Mobile/Soft tokens		
4.	The soft tokens must support iOS (iPhone, iPod Touch, iPad), Android, Windows Phone 8, 8.1, Windows 10 and Windows Universal Platform		
5.	The solution must support at least 300 RADIUS clients (NAS Devices)		
6.	The solution must support High Availability		
	System Feature Requirements		
1.	The solution must support an inbuilt LDAP server and external LDAP integration		
2.	The solution must support an inbuilt RADIUS server and external RADIUS integration		
3.	The solution must support 802.1X authentication		
4.	The solution must support local and external administrator accounts		
5.	The solution must support the creation, import and export of bulk users using CSV files or any other mechanism		
6.	The solution must support web-based login widget		
7.	The solution must support an inbuilt CA server and external CA server integration		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
8.	The solution must support an inbuilt Token server supporting a minimum of 10,000 tokens		
9.	The solution must support both hardware and software tokens		
10.	The solution must support push-notification technology for supported tokens		
11.	The solution must support token-less two factor authentication via sms and email		
12.	The solution must support agent and agentless single sign-on solution		
13.	The solution must support Active Directory Polling		
14.	The solution must support Kerberos with NTLM Fallback		
15.	The solution must support 3rd Party Radius Single Sign-On (RSSO) via RADIUS, Syslog HTML, and API integration		
16.	The solution must support Web Single Sign On SAML 2.0 enabling Web based authentication and authorization to Cloud apps like Office 365.		
17.	The solution must support SAML integration as Identity Provider (IDP) or Service Provider (SP)		
18.	The solution must support self-service Guest portals for guest self-registration		
19.	The solution must support time limited/restricted Guest accounts		
20.	The solution must support auto-deletion/purging of expired Guest accounts		
21.	The solution must support BYOD self-service portals for certificate provisioning		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
22.	The solution should support RADIUS Accounting to support wireless and VPN authentication		
23.	The solution must support the following IEEE 802.1X EAP authentication methods:		
	PEAP (MSCHAPv2)		
	EAP-TTLS		
	EAP-TLS		
	EAP-GTC		
	Other requirements		
1.	The solution must support a tool to monitor Single Sign-On events		
2.	The solution must support a tool to monitor configured domains		
3.	The solution must support a tool to monitor configured domain controllers		
4.	The solution must support a tool to monitor configured polling agents		
5.	The solution must support a tool to monitor authentication events including active, inactive and locked-out users		
6.	The solution must support Accounting		
7.	The solution must support the download of raw logs and debug reports		
8.	The solution must support the search function on the log message list		
9.	The solution must support an external NAS device		
10.	The solution must support sending of logs to external syslog servers		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
10.2;	**Web Application Firewall (QTY 2)**		
	Technical Specifications		
1.	Must support at least 4 GE RJ-45 (2 bypass) ports and 4 x GE SFP slots		
2.	Must support at least 20 Mbps of WAF throughput		
3.	Must support at least 1,000 HTTPS transactions/sec		
4.	Must support Active/Passive, Active/Active High Availability		
5.	Must be licensed with WAF signature, IP reputation, Sandbox Cloud and Credential Stuffing security licenses		
	WAF Security Features		
1.	Should automatically and dynamically builds a security model of protected applications by continuously monitoring real time user activity		
2.	Should be able to block Access outside the baseline		
3.	Should Protect against:		
	OWASP Top 10		
	Cross Site Scripting		
	SQL Injection		
	Cross Site Request Forgery		
	Session Hijacking		
4.	Must have a built-in Vulnerability Scanner		
5.	Must support third-party scanner integration (virtual patching)		
6.	Must support File upload scanning with AV and sandbox		
7.	Must support automatic profiling (white list)		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
8.	Must support Web server and application signatures (black list)		
9.	Must support IP Reputation		
10.	Must support IP Geolocation		
11.	Must support HTTP RFC compliance		
12.	Must have Native support for HTTP/2		
13.	Must support WWeb services signatures		
14.	Must support XML and JSON protocol conformance		
15.	Must support Malware detection		
16.	Must support Virtual patching		
17.	Must support Protocol validation		
18.	Must support Brute force protection		
19.	Must support Cookie signing and encryption		
20.	Must support Threat scoring and weighting		
21.	Must support Syntax-based SQLi detection		
22.	Must support HTTP Header Security		
23.	Must support Custom error message and error code handling		
24.	Must support Operating system intrusion signatures		
25.	Must provide Known threat and zero-day attack protection		
26.	Must support L4 Stateful Network Firewall		
27.	Must support DoS prevention		
28.	Must support Advanced correlation protection using multiple security elements		
29.	Must support Data leak prevention		
30.	Must support Web Defacement Protection		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
31.	Must support Ongoing and automated protection against botnets and malicious sources		
32.	Must support Bot dashboard help analyzing traffic from malicious robots, crawlers, scanners and search engines		
33.	Must provide User behavior and web application structure analysis		
34.	Must provide Geo IP analytics and security		
35.	Must provide Antivirus file scanning		
36.	Must support Credential Stuffing Defense		
37.	Must support both cloud-based or on-premise sandboxing solution		
38.	Must support machine learning to automate application and content inspection		
	Application Delivery		
1.	Layer 7 server load balancing		
1.	URL Rewriting		
2.	Content Routing		
3.	HTTPS/SSL Offloading		
4.	HTTP Compression		
5.	Caching		
	WAF Essential Features		
1.	Must be IPv6 Ready		
2.	Must support HTTP/2 to HTTP 1.1 translation		
3.	Must support HSM Integration		
4.	Must support Seamless PKI integration		
5.	Must support a scanning for ActiveSync and OWA applications		
6.	Must support Setup Wizards for common applications and databases		
7.	Must support Preconfigured for common Microsoft applications; Exchange, SharePoint, OWA		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
8.	Must support predefined security policies for Drupal and Wordpress applications		
9.	Must have WebSockets support		
10.	Must support active and passive authentication		
11.	Must support Site Publishing and SSO		
12.	Must support RSA Access for 2-factor authentication		
13.	Must have LDAP, RADIUS, and SAML support		
14.	Must have SSL client certificate support		
15.	Must support CAPTCHA and Real Browser Enforcement (RBE)		
10.3;	**Application Load Balancers -QTY 2**		
	Technical Specifications		
1.	Must support at least 4 x GE RJ45 interfaces		
2.	Must support at least 2xGE SFP interfaces		
3.	Must support L4 Throughput of at least 3 Gbps		
4.	Must support L7 Throughput of at least 2 Gbps		
5.	Must support at least 70,000 L7 RPS		
6.	Must support at least 1,000,000 DNS QPS		
7.	Must support a Compression Throughput of at least 1 Gbps		
8.	Must support at least 15,000 SSL CPS 2048 Key		
9.	Must support at least 10 Virtual Instances		
	System Features		
1.	Must support simple management access i.e. without the need for local		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
	management clients (HTTPS preferred)		
2.	Must support support high availability		
3.	Must support CLI Interface for configuration and monitoring		
4.	Must support secure SSH remote network management		
5.	Must support secure Web UI access		
6.	Must support RESTful API		
7.	Must support SNMP with private MIBs with threshold-based traps		
8.	Must support Real-time Data Analytics		
9.	Must support Syslog support		
10.	Must support Role-based administration		
11.	Must support in-build diagnostic utilities		
12.	Must support Real-time monitoring graphs		
13.	Must support built-in reporting		
14.	Must support getting Started wizard for first-time login		
15.	Must support Virtual Domains (VDOMs)		
16.	Must support BGP and OSPF Support		
17.	Must support IPv6 Support		
18.	Must support IPv6 routing		
19.	Must support IPv6 firewall rules		
	L4 and L7 Application Load Balancing Requirement		
1.	Must support virtual service definition with inherited persistence, load balancing method and pool members		
2.	Must support static, default and backup policies and groups		
3.	Must support Layer 4/7 application routing policy		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
4.	Must support Layer 4/7 server persistence		
5.	Must support Application load balancing based on round robin, weighted round robin, least connections, shortest response		
6.	Must support granular real server control including warm up rate limiting and maintenance mode with session ramp down		
7.	Must support custom Scripting for SLB and Content Rewriting		
8.	Must support Application Templates for Microsoft Applications including SharePoint, Exchange and Windows Remote Desktop		
9.	Must support L4 dynamic load balancing based on server parameters(CPU, Memory and disk)		
10.	Must support L4 Persistent IP, has IP/port, hash header, persistent cookie, hash cookie, destination IP hash, URI hash, full URI hash, host hash, host domain hash		
11.	Must support Layer 7 Application Load Balancing		
12.	Must support HTTP, HTTPS, HTTP 2.0 GW, FTP, SIP, RDP, RADIUS, MySQL, RTMP, RTSP		
13.	Must support L7 content switching		
14.	HTTP Host, HTTP Request URL, HTTP Referrer		
15.	Source IP Address		
16.	Must support URL Redirect, HTTP request/response rewrite (includes HTTP body)		
17.	Must support Layer 7 DNS load balancing, security, and caching		
18.	Must support 403 Forbidden Rewrite		
19.	Must support Content rewriting		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
	Global Server Load Balancing Requirement		
1.	Must support geographical load balancing according to the request's source geographic location.		
2.	Must support the load balancing of traffic to the virtual server with the least connections.		
3.	Must performs load balancing according to the virtual server connection limit determined by the virtual server weight		
4.	Must support load balancing of traffic to the virtual server with the least Bytes per Second.		
5.	Must deliver local and global load balancing between multi-site SSL VPN deployments		
6.	Must perform load balancing of traffic to the server with the lowest load (memory and CPU)		
7.	Must support Health check match for user/password, hostname, string validation and response code		
8.	Must support various application/protocol validations including TCP port, TCP echo, ICMP, DNS, UDP, HTTP (GET/HEAD/Connect) and HTTPS (SSL validation, TLS 1.2, 1.3)		
9.	Must support FQDN and zone services		
10.	Must support Support DNS records including A/AAAA (address record), CNAME (canonical name record), MX (mail exchange record), NS (name server record), PTR (pointer record), SRV (service locator) and TXT (text record)		
11.	Must support Service selection by:		
11.1	• Weight: DNS queries are load-balanced by weight.		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
11.2	• DNS-Query-Origin: DNS queries are load-balanced to the pool with the same geographic information.		
11.3	• Global Availability: DNS queries are load-balanced to the first available pool.		
	High Availability Requirement		
1.	Solution must support active-passive, active-active cluster, active-active-VRRP cluster, failure detection, and configuration synchronization high availability modes		
2.	Must support active-active load-balancing for up to eight members		
3.	Must support communication link for real-time configuration synchronization		
4.	Must support built in failover decision/health check conditions		
5.	Must support configuration synchronization at boot time and during run time to keep consistence configuration on both units.		
	Application Acceleration Requirement		
1.	Must support HTTPS and TCPS processing offload		
2.	Must support full certificate management features		
3.	Must support SSL Forward Proxy for secure traffic inspection		
4.	Must support HTTP/S Mirroring for traffic analysis and reporting		
5.	Must support 100x acceleration by off-loading TCP processing		
6.	Must support connection pooling and multiplexing for HTTP and HTTPS		

No.	Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
7.	Must support HTTP Page Speed-UP for Web Server Optimization and Acceleration		
8.	Must support TCP buffering		
9.	Must support HTTP Compression and Decompression		
10.	Must support HTTP Caching (static and dynamic objects)		
11.	Must support bandwidth allocation with Quality of Service (QoS)		
12.	Must support HTTP and Layer 4 Rate Limiting		
13.	Must support the following authentication offloading methods:		
	Local		
	LDAP		
	RADIUS		
	Kerberos		
	SAML 2.0 (SP & Idp)		

10.4;	Data Loss Protection		
	Email Security		
No	Functional Requirements	Complaint/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
1	The solution must enable the detection of unprecedented attacks and malware, including zero-day, multi-stream, multi-step, polymorphic, ransomware and other evasive attacks that other solutions ignore.		
2	Solution must be able to provide protection against URL-based phishing attacks		

3	The solution must perform a thorough inspection and analysis of phishing sites using domain and page content scans with similarity algorithms. Matches with high similarity are reported as phishing sites.		
4	The solution must identify credential phishing pages that claim to be legitimate business login sites.		
5	The solution must have point of click scan capability.		
6	The solution must enable the management and improvement of the detection, the stopping of the last threats and the identification of the current campaigns.		
7	The solution must provide functionality to achieve customized behaviour for email traffic and granular control.		
8	The solution must provide actionable information with tools for doing actions on seemingly unnatural email traffic, such as a hacked email account.		
9	The solution must remove new spam campaigns as soon as they are on the connection		
1 0	The solution must allow protection for email attack campaigns.		
1 1	The solution must provide email DLP services on fingerprinted files.		
12.	The email analysis field: • All types of attachments, including EXE, DLL, PDF, SWF, DOC / DOCX, XLS / XLSX, PPT / PPTX, JPG, PNG, MP3, MP4 files, as well as ZIP / RAR / TNEF archives URLs contained in e-mails, MS Office documents, PDF files, archives (ZIP, ALZip, JAR) and others (Uuencoded, HTML) Files downloaded from URLs or FTP links Phishing URLs for credentials and typo squatting Malicious code contained in spear-phishing emails		
13.	How does the proposes solution match up against public test being done by reputable 3rd		

	party (i.e. Forrester Wave, NSS Labs, Radicati)		
14.	Certification Training of two Technical staff		
15.	Vendor will provide Installation and Configuration of email (inbound, outbound, internal and devises that are offline) policies including, 2 years licenses and onsite support.		

Please provide details of the proposed DLP Email protection solution below

Manufacturer	
Manufacturer's Certificate	
Brand and Model	
Format	
Published Withdrawal from Market Date	
License and / or manufacturer support	
Number of mailboxes	100
Guarantee	

Data Loss Prevention specifications

#	Functional Requirements	Compliant/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
1	Data fingerprinting		
2	Accurately identify data based on a variety of predefined policies, specifically PCI DSS.		
3	Ability to automatically apply protection controls to sensitive and confidential files.		
4	Distribution control through various data channels such as USB's, Mobile devices, browser uploads, email clients and applications like IM and file share.		
5	Protect data outside managed perimeter.		
6	Advanced incident workflow.		
7	Ability to set data loss prevention policies across BSB network and endpoint once from a single console.		

#	Functional Requirements	Compliant/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
8	Dynamic in-action coaching to educate end users on appropriate data.		
9	Detect, alert and report data leaks and misuse.		
10	Stops apps from exfiltrating sensitive data/detecting sensitive data embedded in some forms or images.		
11	Device control/Support removable media blocking.		
12	Extensive reporting capability for compliance purpose.		
13	Ability to identify and rank risk.		
14	Facilitate identification, discovery, and remediation of sensitive data across cloud apps, endpoints, networks and data centres.		
15	Allow the administrator to analyse content within a user working environment and take an appropriate action as defined by the endpoint profiles.		
16	Management dashboard and user-friendly UI.		
17	Monitor data storage and sharing for compliance (Rest, in motion and Use)		
18	Ability to deploy multiple detection components.		
19	Tagging feature for different files.		
20	Enforced encryption for removable device.		
21	Integrate with existing security solution.		
22	Gain deep visibility into encrypted information/data.		
23	Content aware protection.		
24	Certification training of two technical staff		

#	Functional Requirements	Compliant/Not Complaint	Description of specifications offered including page no. in Technical Data Sheet where specifications is reflected.
25	Vendor will provide Installation and Configuration of endpoint policies including, 2 years licenses and onsite support.		

4. Drawings

N/A

5. Inspections and Tests

The following inspections and tests shall be performed:

The Sacco Societies Regulatory Authority (SASRA) will carry out test and inspection as per the technical specifications in the bidding document at the final destination in the presence of the bidder's representative

PART 3 - Contract

Section VIII. General Conditions of Contract

Table of Clauses

Section VIII. General Conditions of Contract

1. Definitions 1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the **SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m)   "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n)   "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o)   "The Project Site," where applicable, means the place named in the **SCC.**

2. Contract Documents

2.1   Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Corrupt and Fraudulent Practices

3.1   The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2   The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

4.1   If the context so requires it, singular means plural and vice versa.

4.2   Incoterms

(a)   Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b)   The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3   Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications,

negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language   5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC.**

9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10 Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

12. Scope of Supply   12.1   The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents   13.1   Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

14. Supplier's Responsibilities   14.1   The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15 Contract Price   15.1   Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**

16. Terms of Payment   16.1   The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2   The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3   Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4   The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.

16.5   In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties   17.1   For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties,

license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC,** or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following

completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2   The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3   The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a)   the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b)   now or hereafter enters the public domain through no fault of that party;

(c)   can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d)   otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4   The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5   The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting   21.1   The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2   Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 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, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**

    (a)   performance or supervision of on-site assembly and/or start-up of the supplied Goods;

    (b)   furnishing of tools required for assembly and/or maintenance of the supplied Goods;

    (c)   furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

    (d)   performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

    (e)   training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance

including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum

deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty   28.1   The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2   Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3   Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4   The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5   Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6   If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity   29.1   The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design,

trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a)   the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b)   the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2   If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3   If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4   The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5   The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30 Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, 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.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its

discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2   Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination   35.1   Termination for Default

(a)   The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i)   if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii)   if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b)   In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2   Termination for Insolvency.

(a)   The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX TO GENERAL CONDITIONS
Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

"**Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.[10] In pursuance of this policy, the Bank:

    (a)   defines, for the purposes of this provision, the terms set forth below as follows:

        (i)   "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;[11];

        (ii)   "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;[12]

        (iii)   "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;[13]

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[10]   In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

[11]   For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

[12]   For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[13]   For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

   (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;[14]

   (v) "obstructive practice" is:

      (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

      (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.

  (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

  (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

  (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,[15] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[16];

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[14] For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

[15] A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

[16] A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder

(e)   will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: **The Republic of Kenya**
GCC 1.1(j)	The Purchaser is: **The National Treasury**
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: ***The Sacco Societies Regulatory Authority (SASRA) of UAP Old Mutual Towers, 19th Floor Upper Hill Road, Upper Hill P.O. Box 25089 00100, Nairobi, Kenya***
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be **2000**
GCC 5.1	The language shall be: **English**
GCC 8.1	For **notices**, the Purchaser's address shall be: **Postal Address:** Project Implementation Unit Financial Sector Support Project Attention: Procurement Specialist P.O Box 21190 – 00100 Nairobi, Kenya. **Physical Address:** Project Implementation Unit Financial Sector Support Project Attention: Procurement Specialist 7th Floor, Anniversary Towers, North Tower. Building No. 19 Monrovia Street/University Way Nairobi, Kenya. **Telephone No.:** 254 – 20 – 2210271/4 **Email:** procurement.fssp@piu.go.ke
GCC 9.1	The governing law shall be the law of*: **Government of Kenya**

GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:
	"Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's country."
	(a) Contract with foreign Supplier: GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.
	(b) Contracts with Supplier national of the Purchaser's country: In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the **Kenya**.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed **shall not** be adjustable.
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Payment for Goods and Services** Payment for Goods and Services shall be made in **Kenya Shillings**, as follows: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.

	(ii) **On Delivery:** Forty (40) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.
	(iii) **On Acceptance:** The remaining fifty (50) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be **30** days. The interest rate that shall be applied is **1% per month of the balance due until payment is made in full.**
GCC 18.1	A Performance Security **shall be required** The amount of the Performance Security shall be **10%** of the Contract Price
GCC 18.3	The Performance Security shall be in the form of a **Bank Guarantee** from a reputable Bank only The Performance security shall be denominated in **Kenya Shillings or in a freely convertible currency acceptable to the Purchaser.**
GCC 18.4	Discharge of the Performance Security shall be as indicated in sub clause GCC 18.4
GCC 23.2	The packing, marking and documentation within and outside the packages shall be in accordance with clause 23.2
GCC 24.1	The insurance coverage shall be as specified in the Incoterms and shall be in an amount equal to 110 percent of the CIF or CIP value of goods from 'Warehouse' on 'All Risks' basis including War, Risk and Strikes.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price".
GCC 25.2	Incidental services to be provided are: Selected services covered under GCC Clause 25.2.

	The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be in accordance with Clause 26.1. **The Sacco Societies Regulatory Authority (SASRA)** will carry out test and inspection as per technical specifications in this bidding document at the final destination in presence of the bidder's representative.
GCC 26.2	The Inspections and tests shall be conducted at: **The Sacco Societies Regulatory Authority (SASRA) of UAP Old Mutual Towers, 19th Floor Upper Hill Road, Upper Hill P.O. Box 25089 00100, Nairobi Kenya.**
GCC 27.1	The liquidated damage shall be: **5%** of the contract price per week
GCC 27.1	The maximum amount of liquidated damages shall be: **10%**
GCC 28.3	The period of validity of the Warranty shall be twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination For purposes of the Warranty, the place(s) of final destination(s) shall be: **The Sacco Societies Regulatory Authority (SASRA) of UAP Old Mutual Towers, 19th Floor Upper Hill Road, Upper Hill P.O. Box 25089 00100, Nairobi Kenya.**
GCC 28.5	The period for repair or replacement shall be: **14** days.

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Letter of Acceptance

[letterhead paper of the Purchaser]

<div align="right">*[date]*</div>

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . .

This is to notify you that your Bid dated . . . . ***[insert date]*** . . . . for execution of the . . . .***[insert name of the contract and identification number, as given in the SCC]*** . . . . for the Accepted Contract Amount of . . . .***[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

(1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), of the one part, and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   (a) the Letter of Acceptance

   (b) the Letter of Bid

   (c) the Addenda Nos._____ (if any)

   (d) Special Conditions of Contract

   (e) General Conditions of Contract

   (f) the Specification (including Schedule of Requirements and Technical Specifications)

   (g) the completed Schedules (including Price Schedules)

(h)   any other document listed in GCC as forming part of the Contract

3.   In consideration of the payments to be made by the Purchaser to the Supplier as specified
        in this Agreement, the Supplier hereby covenants with the Purchaser to provide the
        Goods and Services and to remedy defects therein in conformity in all respects with the
        provisions of the Contract.

4.   The Purchaser hereby covenants to pay the Supplier in consideration of the provision of
        the Goods and Services and the remedying of defects therein, the Contract Price or such
        other sum as may become payable under the provisions of the Contract at the times and
        in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in
accordance with the laws of *[insert the name of the Contract governing law country]* on the
day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: _ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

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[1]   *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2]   *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____
[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Supplier") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called "the Supplier") in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or

(3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 _____ .

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words][1]* upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

> (b)   has used the advance payment for purposes other than toward delivery of Goods; or

> (c)   has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above

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[1]   *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.