



kenya national  
library service

**TENDER DOCUMENT**

**FOR**

**SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF WATER LEAKAGE DETECTION SYSTEM, RODENT REPELLENT SYSTEM, DATA CENTER COOLING, UPS, POWER DISTRIBUTION BOARDS, BACKUP BATTERIES, VESDA AND FIRE SUPPRESSION SYSTEM FOR knls VIRTUAL LIBRARY DATA CENTER TIER 2**

**TENDER NUMBER: KNL/HQ/T005/2020-2021**

**CLOSING DATE: 24<sup>TH</sup> NOVEMBER, 2020**

**AT 10.00 A.M. EAST AFRICAN TIME**

## TABLE OF CONTENTS

	PAGE
INTRODUCTION .....	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
Appendix to Instructions to Tenderers .....	21
SECTION III GENERAL CONDITIONS OF CONTRACT.....	23
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	30
SECTION V TECHNICAL SPECIFICATIONS.....	32
SECTION VI SCHEDULE OF REQUIREMENTS.....	34
SECTION VII PRICE SCHEDULE FOR GOODS.....	35
SECTION VIII STANDARD FORMS.....	36
8.1 FORM OF TENDER.....	37
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	38
8.3 TENDER SECURITY FORM.....	39
8.4 CONTRACT FORM.....	40
8.5 PERFORMANCE SECURITY FORM.....	41
8.6 BANK GUARANTTE FOR ADVANCE PAYMENT FORM.....	42
8.7 MANUFACTURER'S AUTHORIZATION FORM.....	43

**SECTION I - INVITATION FOR TENDERS**Date: 10<sup>th</sup> November, 2020**TENDER No. KNL/HQ/T005/2020-2021: TENDER FOR SUPPLY, INSTALLATION, CONFIGURATION, TESTING, TRAINING AND COMMISSIONING OF WATER LEAKAGE DETECTION SYSTEM, RODENT REPELLENT SYSTEM, DATA CENTER COOLING, UPS, POWER DISTRIBUTION BOARDS, BACKUP BATTERIES, VESDA AND FIRE SUPPRESSION SYSTEM FOR knls VIRTUAL LIBRARY DATA CENTER TIER 2**

Kenya National Library Service (knls) is a state corporation whose mandate is to promote, establish, equip, manage, maintain and develop libraries in Kenya.

Knls invites sealed tenders from eligible candidates for the following tender.

Reference Number	Tender Name	Tender Security Amount	Closing date	Eligibility
KNL/HQ/T005/2020-2021	Supply, Installation, Configuration, Testing and Commissioning of Water Leakage Detection System, Rodent Repellent System, Data Center Cooling UPS Power Distribution Boards Backup Batteries, VESDA and Fire Suppression System For Knls Virtual Library Data Center Tier 2	Ksh.250,000.00	<b>24<sup>th</sup> November, 2020 at 10.00am.</b>	Open National Tender
	<b>Pre-Bidding Conference</b>		<b>10th November, 2020 from 10.00am to 11.45am Venue: Maktaba Kuu, Upper Hill Area, Nairobi</b>	

Interested eligible bidders may obtain tender documents at the procurement offices located at BuruBuru Office, 3<sup>rd</sup> floor, Mumias Road/Oldonyo Sabuk Road Junction, Buruburu-Nairobi during normal working hours upon payment of a nonrefundable tender fee of **Ksh.1000.00 per set** or download free of charge from knls website, [www.knls.ac.ke](http://www.knls.ac.ke) or Public Procurement Information Portal [www.tenders.go.ke](http://www.tenders.go.ke).

All bidders who download the tender document **MUST** register with procurement office by sending an email to [tender@knls.ac.ke](mailto:tender@knls.ac.ke).

Tendering will be conducted through the National Competitive bidding procedures specified in the Public Procurement and Disposal Act, 2015 and Public Procurement and Asset Disposal Regulations, 2020.

Enquires can be made via email: [tender@knls.ac.ke](mailto:tender@knls.ac.ke) or telephone number 0728 607 627.

Bidders are advised to regularly visit knls website to obtain any additional information (Addendum on the tender). All addenda/ additional information on the tender shall be posted on knls website as they become available. Tenders must be accompanied by a tender security in the format and amount provided.

Completed tender documents shall be deposited in the tender box located on 3<sup>rd</sup> floor reception area, Mumias Road/Oldonyo sabuk Road Junction, Buruburu-Nairobi on or before **Tuesday 24<sup>th</sup> November,2020 at 10.00am**. The tender document will be opened immediately thereafter in the conference room, Mumias Road/Oldonyo sabuk Road Junction, on **Tuesday 24<sup>th</sup> November,2020 at 10.00am** -Nairobi, Director's wing, in the presence of bidders or their representatives who wish to attend.  
**Late bids shall be rejected.**

Ag. Chief Executive Director  
Kenya National Library Service  
Mumias Road/Oldonyo sabuk Road  
Junction, Buruburu P.O. Box 30573 -  
00100 **NAIROBI, KENYA.**

**Prices quoted should be net inclusive of all taxes and applicable levies and must be in Kenya Shillings, and shall remain valid for 90 days from the closing date of the tender**

## **SECTION II: INSTRUCTION TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Knls will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=.  
Where the tenderers download documents from Knls website or state portal, there shall be no cost.
- 2.2.3 The Knls shall allow the tenderer to review the tender document free of charge before purchase.

### **2.4 The Tender documents**

- 2.4.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- a Instructions to tenderers
  - b General Conditions of Contract
  - c Special Conditions of Contract

- d Schedule of Requirements
- e Details of service
- f Form of tender
- g Price schedules
- h Contract form
- i Confidential business questionnaire form
- j Tender security form
- k Performance security form

2.4.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

#### **2.4 Clarification of Documents**

A prospective candidate making inquiries of the tender document may notify the Knls in writing or by email at the entity's address indicated in the Invitation for tenders. The Knls will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

#### **2.5 Amendment of documents**

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

2.5.1. All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.

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

#### **2.6 Language of tender**

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

## 2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## 2.8 Form of Tender

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

## 2.9 Tender Prices

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

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including applicable taxes payable.

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

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

## 2.10 **Tender Currencies**

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

## 2.11 **Tenderers Eligibility and Qualifications.**

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

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

## 2.12 **Tender Security**

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

2.12.2 The tender security shall be in the amount not exceeding 0.5 – 2 per cent of the tender price.

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

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

a) A bank guarantee.

b) Such insurance guarantee approved by the Public Procurement Oversight Authority.

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

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

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



2.12.7 The tender security may be forfeited:

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

## 2.13 **Validity of Tenders**

2.13.1 Tenders shall remain valid for One hundred and twenty (120) days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Knls as nonresponsive.

2.13.2 In exceptional circumstances, the Knls may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14 **Format and Signing of Tender**

2.14.1 The tenderer shall prepare One original and copy of the tender in separate envelopes. The "**ORIGINAL**" Technical and Financial proposals shall be sealed in separate envelopes and enclosed in one outer envelope clearly marked Original technical and financial proposals. and "The "**COPY**" Technical and Financial proposals shall be sealed in separate envelopes and enclosed in one outer envelope clearly marked Copy technical and financial proposals. The above two envelopes shall be enclosed in one outer envelope. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall prepare One original and copy of the tender in separate envelopes. The “**ORIGINAL**” Technical and Financial proposals shall be sealed in separate envelopes and enclosed in one outer envelope clearly marked Original technical and financial proposals. and “The “**COPY**” Technical and Financial proposals shall be sealed in separate envelopes and enclosed in one outer envelope clearly marked Copy technical and financial proposals. The above two envelopes shall be enclosed in one outer envelope. In the event of any discrepancy between them, the original shall govern

The two inner envelopes and the larger outer envelope shall:

- (a) be addressed to the Knls at the address given in the invitation to tender
- (b) Bear, tender number and description: Supply, Installation, Configuration, Testing, Training and Commissioning of Water Leakage Detection System, Rodent Repellent System, Data Center Cooling; Ups; Power Distribution Boards; Backup Batteries; Vesda and Fire Suppression System; For Knls Virtual Library Data Center tier 2: With the words “DO NOT OPEN BEFORE **Tuesday 24<sup>th</sup> November, 2020 at 10.00am**”

2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.4, the Knls will assume no responsibility for the tender’s misplacement or premature opening.

## 2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Knls at the address specified under paragraph

2.15.2 no later than **Tuesday 24<sup>th</sup> November, 2020 at 10.00am**

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

## 2.17 **Modification and withdrawal of tenders**

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

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

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

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

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

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

## 2.18 **Opening of Tenders**

2.18.1 Knls will open all tenders in the presence of tenderers' representatives who choose to attend **on Tuesday 24<sup>th</sup> November, 2020 at 10.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## 2.19 Clarification of tenders

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

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

## 2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail. Knls will consider total amount as indicated in the form of tender as final and absolute without any correction.

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

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

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

2.21 Conversion to a single currency

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

**2.22.1 Evaluation and comparison of tenders.**

2.22.2 The KnIs will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.3 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.5 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

**(a) Operational Plan.**

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

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

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

2.22.6 The tender evaluation committee shall evaluate the tender within thirty (30) days from the date of opening the tender.

2.22.7 To qualify for contract awards, the tenderer shall have the following: -

- 2.22.8 (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

## 2.23 **Contacting the Knls**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Knls on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Knls in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## 2.24 **Award of Contract**

### a) Post qualification

2.24.1 In the absence of pre-qualification, the Knls will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Knls will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 the Knls will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been

determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

## 2.25 Notification of award

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

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

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

## 2.26 Signing of Contract

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

2.26.2 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

**2.27 Performance Security**

2.27.1 Within fifteen (15) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

**2.28 Corrupt or Fraudulent Practices**

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

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

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

**Appendix to Instructions to Tenderers**

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

Instructions to tenderers reference	to	Particulars of appendix to instructions to tenders
2.1: Eligibility		Tender eligible to Citizen Contractors. These are firms that are Kenyan owned with One hundred percent (100%) shareholding. Attach Authentic CR12.



2.5 Clarification	Clarifications to the tender shall be responded to for request received no later than 3 days to the tender closing date. Request for clarification should be sent to <a href="mailto:tender@knls.ac.ke">tender@knls.ac.ke</a> and must be received at least 3 days prior to tender closure. Bidders are advised from time to time to be checking knls website or state portal for any uploaded further information on this tender.
2.7 Language of tender	Tender shall be prepared and all corresponded to in English
2.10.2 Tender prices	Prices indicated in the tender price schedule shall include all cost including taxes, insurance and delivery to Knls Head office
2.11.1 Tender currencies	Prices shall be in Kenya Shillings
2.12 Tender eligibility and qualifications	Proof of eligibility, qualification documents of evidence (see evaluation criteria)
2.14 Tender security	The tender security shall be of the amount Kes <b>250,000.00</b> in the form of an irrevocable bank guarantee from a reputable financial institution. The tender security shall be valid for at least 30 days beyond tender validity i.e. valid for at least 150 days)
2.15 Tender validity	Tender validity duration 120 days from the date of opening
2.16,2.17 Sealing and Marking of tender	Tender documents and must be submitted in a plain sealed envelope and marked "Tender for Supply, Installation, Configuration, Testing, Training and Commissioning of Water Leakage Detection System; Rodent Repellent System; Data Center Cooling; UPS; Power Distribution Boards; Backup Batteries; VESDA and Fire Suppression System; For Knls Virtual Library Data Center tier
2.18 Deadline and Submission of Tender	The tender documents should be dropped in the tender box located at BuruBuru Office, 3 <sup>rd</sup> floor, Mumias Road/Oldonyo Sabuk Road Junction, Buruburu-Nairobi before submission deadline Tender closing and opening date and <b>time (Tuesday 24th November, 2020 at 10.00am)</b>
2.22.2 Preliminary Examination	Tender sum as submitted and read out during tender opening is absolute and shall not be subject to correction, adjustment or amendment on any way - Sec.82 of PPADA 2015
2.27.1 Award of contract	Knls may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract

## 2.29 Evaluation Criteria

The bids received shall be evaluated in the stages detailed below:

Stage 1. Compliance to Mandatory requirement

Stage 2. Compliance to Technical Specifications

Stage 3. Compliance to technical requirements on capacity to deliver the contract.

Stage 4. Financial evaluation

Stage 5. Due Diligence

### **Stage 1: Mandatory Requirements**

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

	<b>Description</b>	<b>Yes/No</b>
MR 1	Must Submit a copy of the Certificate of incorporation	
MR 2	Tender security of Kes 250,000 Valid for 120 days from the date of tender closing (Should be included in the Technical Bid envelope)	
MR 3	Must Submit a copy of Valid Tax Compliance certificate	
MR 4	Must Submit a Valid Business Permit	
MR 5	Duly signed and stamped Form of Tender ( <i>must be attached in the technical proposal to show tender validity period</i> )	
MR 6	Duly signed and stamped site visit certificate	
MR 7	All Addenda issued must be attached (if any)	
MR 8	Must submit dully filled up Confidential Business Questionnaire	
MR 9	Must submit certified audited accounts for the last three (3) consecutive years (within 2017 -2020)	
MR 10	Must have set of their documents paginated (serialized) and initialized to ensure compliance with section 78(v) of PPADA, 2015 (from first to last page)	
MR 11	Must be registered by the National Construction Authority for Electrical Engineering Service Contractor – attach proof –Minimum NCA3	
MR 12	Must be registered by the National Construction Authority for Building Works Contractor– attach proof –Minimum NCA 7	

MR 13	<p>MUST have Manufacturers authorization form for each of the following components:</p> <ul style="list-style-type: none"> <li>a) Cooling</li> <li>b) Fire suppression systems</li> <li>c) Power distribution Board</li> <li>d) UPS</li> <li>e) Backup batteries</li> <li>f) Water Leakage detection</li> <li>g) Rodent repellent.</li> </ul>	
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The tenderers who do not satisfy any of the above requirements shall be considered as non – responsive and will not be evaluated further.

### **TECHNICAL EVALUATION CRITERIA**

This section will be evaluated out of 100 and will determine the technical score. The pass mark shall be 70%. Tenderers who attain a score of 70% and above shall proceed to the financial evaluation stage

#### **Stage 2. Compliance to Technical Specifications**

<b>Item</b>	<b>Technical Requirement</b>	<b>Score</b>	<b>Score awarded</b>
1.	<p><b>GENERAL EXPERIENCE OF FIRM</b></p> <p>Proof of Two (2) successfully implemented Cooling, Fire detection &amp; suppression and power distribution projects of not less than Kshs 30 Million each. Vendor <b>Must</b> Provide</p> <ul style="list-style-type: none"> <li>i. Award letter and Contract or LPO</li> <li>ii. Recommendation Letter from each of reference company</li> </ul> <p><b>(2 marks each of reference project )</b></p>	4	
2	<p><b>QUALIFICATION OF KEY PERSONNEL AND EXPERIENCE</b></p> <p><b>A) <u>TECHNICAL PROJECT LEAD (2 Marks)</u></b></p> <ul style="list-style-type: none"> <li>i. Attach Detailed Signed and Stamped CV for Project Manager with minimum of five (5) consecutive years of experience in IT <b>(1mark for five years else prorated)</b></li> <li>ii. Proof of Project management certification PMP/Prince2 Certified <b>(1 mark for valid certificate)</b></li> </ul> <p><b>To be checked against attached certifications</b></p> <p><b><u>FIVE (5) TECHNICAL PERSONNEL (5 Marks)</u></b></p> <p>Attach Detailed signed and stamped CV of at least 5</p>	7	

	<p>Technical staff with at least 3 years of experience in and with specific qualifications/certification as</p> <ul style="list-style-type: none"> <li>i. Qualification &amp; Experience to support the solution (Cooling, Fire detection &amp; suppression, power distribution).</li> <li>ii. Certification in data center design, implementation and maintenance projects</li> </ul> <p><b>(0.5 marks per qualification per staff)</b>  <b>To be checked against attached certifications</b></p>		
3	<p><b><u>DELIVERY PERIOD</u></b></p> <p>Detailed work plan and duration of a period not exceeding 60 days after signing the contract (Implementation Plan in Gantt Chart showing resources, duration and activities).</p> <p><b>(1 Mark)</b></p>	1	
4	<p><b><u>SOLUTION DOCUMENTATION BROCHURES</u></b></p> <p><b>Clearly highlighted brochure</b> for each of following proposed components</p> <ul style="list-style-type: none"> <li>i. Cooling.</li> <li>ii. Fire suppression systems.</li> <li>iii. Power distribution Board.</li> <li>iv. UPS.</li> <li>v. Backup batteries.</li> <li>vi. Water Leakage detection.</li> <li>vii. Rodent repellent.</li> <li>viii. Noc monitoring software solution</li> </ul> <p><b>(1 marks per brochure per component)</b></p>	8	
	<b>TOTAL SCORE</b>	20	

**Stage 3. Compliance to technical requirements on capacity to deliver the contract**

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
1.	Environment monitoring system	Water Leakage Detection system	1	<ol style="list-style-type: none"> <li>1. The water leak detection system shall consist of a detection panel and cable running under the raised floor on the entire data center extension.</li> <li>2. Water Leak detection module should have Webpage interface for viewing conditions and modifying configurations, Optimal scalability sensing cable Easy integration with existing systems.</li> <li>3. Digital and addressable sense cable (with microprocessor and a high visibility LED embedded) to detect and pin-points the location of water and base liquids leaks at any point along its length.</li> </ol>		3 marks for total compliance else 0marks	
		Rodent Repellent System	1	<ol style="list-style-type: none"> <li>1. The system proposed should protect all the equipment with relevant type of</li> </ol>		3 marks for total compliance else 0marks	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				<p>transducers. Once powered up, these transducers should produce very high frequency variable sound waves (above 20 Kilo Hertz) continuously which irritate the rodents and are forced to evacuate. The plinth area to be covered shall be based on the site survey visit.</p> <p>2. The sound output should be between 80 - 110 decibels (dB) and not audible to humans.</p> <p>3. The system should comply with EN 60255-26:2009 and BS EN 60255-22-7:2003 standards.</p>			
2.	Fire Systems	Very Early Smoke Detector System (VESDA)		<p>1. The VESDA system shall be integrated with fire panel.</p> <p>2. The system shall consist of a highly sensitive LASER-based smoke detector, aspirator and</p>		5 marks for total compliance else 0 marks	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				<p>filter.</p> <p>3. The system shall monitor for filter contamination automatically</p> <p>4. The system shall have a clean air supply to maintain laser chamber cleanliness all the time</p> <p>5. Monitoring contamination of the filter (dust &amp; dirt etc.) and to notify automatically when maintenance is required.</p> <p>6. The Detector, Filter, Aspirator and Relay Outputs shall be housed in a mounting box and shall be arranged in such a way that air is drawn continuously from the fire risk area by the aspirator and a sample passed through the Dual Stage Filter and then to the detector</p> <p>7. Equipment shall include a high level</p>			

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				<p>interface with the fire alarm system &amp; BMS</p> <p>8. All Media / filters required for smooth functioning of air and gas purification systems, VESDA systems, has to be supplied by the bidder and maintained as and when required, for the entire period of Warranty and AMC.</p>			
		Fire alarm and Suppression System		<ol style="list-style-type: none"> <li>1. Must be designed specifically for use in a data centre.</li> <li>2. Must comply with BS 5839, BS EN 15004, BS 5266 and BS 5306 standards.</li> <li>3. Suppression systems must use chemicals that do not damage sensitive equipment.</li> <li>4. Suppression systems must not pose harm to building occupants.</li> <li>5. The system should be able to automatically switch off air conditioning during the release of the</li> </ol>		8 marks for total compliance else 0 marks	



No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				<p>extinguishing agent.</p> <p>6. Addressable fire alarm panel shall be provided.</p> <p>7. All voids of the rooms shall be provided with fire detection systems.</p> <p>8. Inergen gas shall be used for the data center with provision for portable hand held fire suppression system. (6 Inergen filled cylinder, 200 Bar ISO/USA/TC)</p> <p>9. Provision for manual actuators should be done for manual override including abort button.</p>			
3.	Heating, ventilation and air conditioning (HVAC) System	Data Centre Cooling	N+1	<p>1. Cooling and related equipment must be sized to account for:</p> <ul style="list-style-type: none"> <li>• The size of the cooling load of all equipment.</li> <li>• Humidification effects.</li> <li>• Redundancy should a unit</li> </ul>		10 marks for total compliance else 0 marks	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				<p>fail.</p> <ul style="list-style-type: none"> <li>• Appropriate future growth projections.</li> </ul> <p>2. Automatic monitoring and control of cooling, heating, humidification, dehumidification and air-filtration among others must be installed.</p> <p>3. Criteria in determination of the air conditioner placement should be effective in addressing the current planned load, and their adaptability to change in configuration.</p> <p>4. The air flow patterns of the hardware installed must be considered ensuring that units are not laid out in a manner that exhausts air from one unit into the intake of the next.</p> <p>5. Cooling units shall be at least 35kW sensible cooling capacity in-</p>			

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				<p>row units and shall be integrated in the containment system.</p> <p>6. Units shall have Variable Speed EC Fans</p> <p>7. Units shall be DX air cooled with R410a refrigerant.</p> <p>8. High efficiency DATA CENTER Inverter Scroll compressor with capacity modulation.</p> <p>9. Cooling capacity shall be permanently optimized in a closed loop by continual monitoring of the cold aisle temperature fed back through intelligent control to adjust the mechanical unloader in the scroll compressor thus adjusting the vertical position of the orbital scroll with respect to the fixed scroll. The orbital scroll shall always be run at full speed. Use of a drive or other methods to reduce the scroll</p>			

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				<p>speed to regulate capacity shall NOT be accepted.</p> <p>10. Air conditioning models should be controlled by microprocessor-based controller. It can be programmed to control the function of every device within the unit via I/O.</p>			
		Humidity/temperature control		<p>1. The temperature ranges to be monitored shall be - 5C to + 50 C with resolution of 0.5C. The humidity monitoring range should be 0 – 100% none condensing.</p> <p>2. Temperature and Humidity controls should be as recommended by the manufacturers</p> <p>3. Temperature and humidity monitoring should be for both at the front and the back of the racks.</p> <p>4. Monitoring of other dry contact sensors like</p>		5 marks for total compliance else 0 marks	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
		System monitoring		<p>door status sensor should be provided</p> <ol style="list-style-type: none"> <li>1. All infrastructure systems supporting machine space services must be monitored on a continual basis.</li> <li>2. Monitoring must be at a central location, that is, Network Operations Centre (NOC).</li> <li>3. Monitoring system must support a master reporting console that can also be accessed remotely (including history logs) and must notify the ICT staff of alarms at the Data Centre.</li> <li>4. Systems monitoring must incorporate the offsite backup location</li> </ol>		3 marks for total compliance else 0marks	
		Pipe system		<ol style="list-style-type: none"> <li>1. Pipes must be constructed of high quality rust and coolant resistant material.</li> <li>2. Pipe loops must have valves in several locations that allow</li> </ol>		2 marks for total compliance else 0 marks	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				<p>sections of the loop to be isolated without interruption to the rest of the loop.</p> <p>3. Pipe loops must have isolation valves for the cooling unit.</p>			
		Air delivery and return management		<p>1. Hot aisle and cold aisle zone containment design</p> <p>2. Cold air delivery must be managed such that the required amount of air can be delivered to any necessary equipment location.</p> <p>3. Hot air return must be managed to extract air directly to cooling unit without mixing with cold air delivery</p>		3 marks for total compliance else 0 marks	
4.	Power	Power Distribution Board	2	<p>1. Separate Power Cabling for Data Center</p> <p>2. Should have an 200A Automatic Transfer Switch</p> <p>3. Power Distribution (Pathways should be done beneath the Raised floor)</p>		10 marks for total compliance else 0 marks	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				<p>4. Input: 3 power feeds into the building providing power to the data Centre from two different substations via different routes Include Raw power, building generator input, Datacenter Generator input and Building ups input.</p> <p>5. Input Voltage range: 80–280 V AC, single-phase, 138–485 V AC, Generator three-phase (frequency 40-70HZ )</p> <p>6. Output: Redundant A &amp; B power feeds to IT equipment via the two sets of UPS</p> <p>7. Output range - 220/230/240 V AC; single-phase output; a voltage system can be selected by setting a voltage level over the LCD.</p> <p>8. Overload Capacity - In normal mode, when the UPS is overloaded to a range between 105% and 125%, the UPS transfers to the bypass mode in 5</p>			

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				<p>minutes if the bypass is normal, or disconnects the power output if the bypass is abnormal.</p> <p>9. In normal mode, when the UPS is overloaded to a range between 125% and 150%, the UPS transfers to the bypass mode in 1 minute if the bypass is normal, or disconnects the power output if the bypass is abnormal.</p> <p>10. In normal mode, when the UPS is overloaded to more than 150%, the UPS transfers to the bypass mode in 0.1 second if the bypass is normal, or disconnects the power output if the bypass is abnormal.</p> <p>11. Installation mode: - Rack mounted (W x D) 86 mm x 430 mm x 615 mm</p> <p>12. Surge Protection: YD/T1095-2000 YD/T944-2007</p> <p>13. The AC input meets</p>			



No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				class D surge protection requirements (differential mode and common mode: 5 kA, 8/20 μs).			
		Power Cable Management (beneath the raised floor)	N+1	Install cable trays of dimension at least 250mm width under the raised floor on the back of the racks. Power cables shall be properly managed under the raised floor.		2 marks for total compliance else 0 marks	
		Batteries with inverters for Clean Power	8 batteries +Inverter	8 rechargeable Lead Cycle Batteries 12 volts + 200AH +Rack		4 marks for total compliance else 0 marks	
		UPS	2 UPS configured in N+1 Redudancy	<ol style="list-style-type: none"> <li>1. 20KVA</li> <li>2. UPS should be On-line, double conversion</li> <li>3. UPS should have efficiency up to 96.2 % from full load to 20% loading</li> <li>4. Power factor of 1 (unit) and pure sinewave output waveform.</li> <li>5. UPS cabling should be factory terminated</li> </ol>		10 Marks for total compliance else 0 marks	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				<p>6. Distribution boards for the UPS power should be integrated in the main DATA CENTER LV board in N + 1 configuration from the dual UPS.</p> <p>7. Supplier to ensure proper sizing of the cables and breakers.</p> <p>8. UPS should have IEC/EN 62040-1/2 compliance</p> <p>9. Ups rated input voltage is 415v, 50/60HZ</p> <p>10. The ups Provides Rs485 communications port for easily monitoring its parameters and status. The monitoring system should terminate at the NOC center</p> <p>11. Two (2) 32U Cabinets (UPS racks) with vendor neutral mounting rails that are fully</p>			

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				adjustable and compatible with all EIA-310 (Electrical Industry Alliance Standards).			
		System and Monitoring		<p>All Monitoring and management system for various datacenter components must terminate at the NOC Center</p> <p>One 55" HDR Full HD Smart Multisystem LED TV wall mounted LED screen for status display for all systems and video conferencing</p> <p>Provision of a data center monitoring software.</p> <p><b><u>Data Center Monitoring system</u></b></p> <p>1. Able to integrate with and display real-time performance of the following third party systems on the screen with</p> <ul style="list-style-type: none"> <li>•Air Conditioning performance</li> <li>•Access control</li> <li>•CCTV system in place</li> </ul>		12 marks for total compliance else 0 marks	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				<ul style="list-style-type: none"> <li>•Fire suppression system</li> <li>•Environment Monitoring systems</li> <li>•Power systems (UPS and others)</li> </ul> <p>2. Should be able to monitor real-time health status, performance, fault and availability of Multi-vendor computing equipment and network monitoring specifically but not limited to:</p> <ul style="list-style-type: none"> <li>•Branch networks</li> <li>•Servers</li> <li>•SAN Storage</li> <li>•Network active devices</li> </ul> <p>3. Should provide automated forecasting, alerting, and reporting on all monitored aspects</p> <p>4. Should provide</p>			

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component	Max score	Score awarded
				Customizable performance and availability reports  5. Should have advanced alerting systems via email, SMS for all monitored systems and equipment  6. Adequate training should be provided for the monitoring systems and support of the system should be provide for at least one year from the date of commissioning.			
				Total		80 Marks	

**Only bidders who score the cut off mark 70% will proceed to the next stage; Financial Evaluation Stage.**

**Stage 3. Financial Evaluation**

- Financial evaluation shall involve checking completeness of financial bids all aspects of the scope must be priced as per the price schedule.
- Presence of a duly filled, signed and stamped tender form and price schedule
- Award shall be based on the most compliant lowest evaluated cost
- Tender sum as submitted and read out during tender opening is absolute and shall not be subject to correction, adjustment or amendment on any way Sec.82 of PPADA 2015

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- if the bid which results in lowest evaluated bid price is seriously unbalanced meaning that has inconsistency pricing of identical items of bills of quantity or has any form of front loading of rates, shall lead to disqualification of bidder at the detailed financial evaluation and analysis stage

NB: The prices quoted in the form of tender shall be inclusive of all other costs and taxes.

#### **Stage 4. Due Diligence**

Knls may prior to award of the tender determine to its satisfaction whether the selected bids will qualify to perform the contract satisfactorily by carrying out a due diligence visit as required

## **SECTION IV: GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) the Purchaser is Kenya National Library Services of, P.O. Box 30573 - 00100, Nairobi. Kenya and includes knls legal representative's successors or assigns.
- (b) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" Goods – Means all equipment machinery, Telepresence equipment and / or other materials which the supplier is required to supply to the purchaser under the contract.
- (d) "The Service" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "The Bidder" means the individual or firm who participates in the tender and submits a bid.

### **2. Application**

2.1 These General Conditions shall apply in all Contracts made by Kenya National Library Services for the procurement of the Goods.

### **3. Country of Origin**

For purposes of this clause "Origin" means where the goods were produced.

### **4. Standards**

4.1 The Services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **5. Use of Contract Documents and Information**

5.1 The Candidate shall not, without Kenya National Library Services, pattern, sample, or information furnished by or on behalf of Knls in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not, without Kenya National Library Service's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the Property of Kenya National Library Service and shall be returned (all copies Kenya National Library Service on completion of the Tenderer's

5.4 Performance under the Contract if so required by Knls

## **6. Patent Rights**

6.1 The tenderer shall indemnify Kenya National Library Service against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods / Services or any part thereof in Kenya.

## **7. Performance Security**

7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya National Library Service the performance security in the amount specified in Special Conditions of Contract.

7.2 The proceeds of the performance security shall be payable to Kenya National Library Service as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Kenya National Library Service and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to Kenya National Library Service, in the form provided in the tender documents.

7.4 The performance security will be discharged by Kenya National Library Service and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

## **8. Inspection and Tests**

8.1 Kenya National Library Service or its representative shall have the right to inspect and/or to test the Services to confirm their conformity to the Contract specifications. Kenya National Library Service shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to Kenya National Library Service.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, Kenya National Library Service may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to Kenya National Library Service.



8.4 Kenya National Library Service 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by Kenya National Library Service or its representative prior to the Goods' delivery.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **10. Delivery and Documents**

10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Kenya National Library Service in its Schedule of Requirements and the Special Conditions of Con

## **11. Insurance**

11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

## **12. Payment**

12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

12.2 Payments shall be made promptly by Kenya National Library Service as specified in the contract.

## **13. Prices**

13.1 Prices charged by the tenderer for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

## **14. Assignment**

14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with Kenya National Library Service 's prior written consent.

## **15. Subcontracts**

15.1 The tenderer shall notify Kenya National Library Service in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

## **16. Termination for Default**

16.1 Kenya National Library Service may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

(a) if the tenderer fails to deliver the Service within the period(s) specified in the Contract, or within any extension thereof granted by Kenya National Library Services (b) if the tenderer fails to perform any other obligation(s) under the Contract.

(c) if the tenderer, in the judgment of Kenya national Library Services has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

## **17. Liquidated Damages**

17.1 If the tenderer fails to deliver of the Service within the period(s) specified in the contract, Kenya National Library Service shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed Service up to a maximum deduction of 10%. After this the tenderer may consider termination of the contract.

## **18. Resolution of Disputes**

18.1 Kenya National Library Services and the tenderer 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.

18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may adjudicate in an agreed national or international forum and/or international arbitration.

## **19. Language and Law**

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

## **20. Force Majeure**

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

### **Taxation**

"Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

## **General Conditions of Contract    Local Taxation**

1.0 Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract.

1.1 The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

1.2 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

1.3 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 1.2 above.

### **2.0    Tax Deduction**

2.1 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

2.2 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

### **3.0    Tax Indemnity**

3.1 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.2 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.2.1 Where the amount in 3.2 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing

## **SECTION V: SPECIAL CONDITIONS OF CONTRACT**

### **1.0 Introduction**

Knls has embraced transformation of Service Delivery in Libraries by introducing technology based library services. The Virtual Library will enhance access to information sources and enable Kenyans to participate and contribute to the Nation's socio-economic transformation and development. Through the Virtual Library, knls Board will identify and avail information materials relevant to the Big Four Agenda, among others.

The newly completed Maktaba Kuu has made a provision for a Data center and Digitization Hub that will host the proposed Virtual Library.

### **2.0 The need**

The reading culture in Kenya has been rated poor and this is attributed to limited access to credible information sources, reading habits and low purchasing power for reading materials. Most Kenyans who frequent the Public Libraries have one agenda of reading for exams. The demand for curriculum books as compared to that of other reading materials available in these Libraries is proof that few Kenyans will visit a library to read novels, story books or other inspirations information materials. Leisure and Lifelong reading habits remains a reserve for a small percentage of the population hence the need for a transformative intervention that will create interest and improve the reading habits.

It is also evident that there is a shift from usage of print books to eBooks that are accessible through various convenient platforms. The emergence of a global Digital revolution presents an opportunity for National Library of Kenya to diversify library services to include electronic systems that support integration of variety of information sources and enable quick, efficient and flexible access by citizens. Such integration would encourage reading both publicly and privately.

### **3.0 Project description**

A **Virtual Library** is a collection of resources that are stored and organized in Digital Format with easy and affordable access, anywhere, any time. The Virtual Library will be domiciled at the ultra-modern Maktaba Kuu building and will be sustained through a business model in which knls will earn income from promoting information products (book sales or lending) and transactions on behalf of stakeholders.

The Virtual Library System encompasses four Key components namely;

- i. Hardware infrastructure
- ii. Virtual Library application systems
- iii. Virtual Library standards
- iv. Digital resources collection

### **4.0 Project Objectives**

The main goal of the project is to create a hybrid Virtual Library System that will provide a sustainable online access to digitally produced content to Kenyan Communities. The key objectives of the project are:

To avail affordable virtual library services to Kenyan communities with limited or no access to libraries through a Virtual Library System.

To create a platform for sustainable lifelong reading and independent learning.

To enhance employability and wealth creation through ecommerce, for the book industry

In view of the above the bidders are encouraged to understand knls vision and the link between Virtual Library and Datacenter before proposing the data center system and other requirements

**TECHNICAL SPECIFICATIONS**

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component
5.	Environment monitoring system	Water Leakage Detection system	1	<ol style="list-style-type: none"> <li>1. The water leak detection system shall consist of a detection panel and cable running under the raised floor on the entire data center extension.</li> <li>2. Water Leak detection module should have Webpage interface for viewing conditions and modifying configurations, Optimal scalability sensing cable Easy integration with existing systems.</li> <li>3. Digital and addressable sense cable (with microprocessor and a high visibility LED embedded) to detect and pin-points the location of water and base liquids leaks at any point along its length.</li> </ol>	
		Rodent Repellent System	1	<ol style="list-style-type: none"> <li>1. The system proposed should protect all the equipment with relevant type of transducers. Once powered up, these transducers should produce very high frequency variable sound waves (above 20 Kilo Hertz) continuously which irritate the rodents and are forced to evacuate. The plinth area to be covered shall be based on the site survey visit.</li> <li>2. The sound output should be between 80 - 110 decibels (dB) and not audible to humans.</li> </ol>	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component
				3. The system should comply with EN 60255-26:2009 and BS EN 60255-22-7:2003 standards.	
6.	Fire Systems	Very Early Smoke Detector System (VESDA)		<p>9. The VESDA system shall be integrated with fire panel.</p> <p>10. The system shall consist of a highly sensitive LASER-based smoke detector, aspirator and filter.</p> <p>11. The system shall monitor for filter contamination automatically</p> <p>12. The system shall have a clean air supply to maintain laser chamber cleanliness all the time</p> <p>13. Monitoring contamination of the filter (dust &amp; dirt etc.) and to notify automatically when maintenance is required.</p> <p>14. The Detector, Filter, Aspirator and Relay Outputs shall be housed in a mounting box and shall be arranged in such a way that air is drawn continuously from the fire risk area by the aspirator and a sample passed through the Dual Stage Filter and then to the detector</p> <p>15. Equipment shall include a high level interface with the fire alarm system &amp; BMS</p> <p>16. All Media / filters required for smooth functioning of air and gas purification systems, VESDA systems, has to be supplied by the bidder and maintained as and</p>	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component
		Fire alarm and Suppression System		<p>when required, for the entire period of Warranty and AMC.</p> <ol style="list-style-type: none"> <li>10. Must be designed specifically for use in a data centre.</li> <li>11. Must comply with BS 5839, BS EN 15004, BS 5266 and BS 5306 standards.</li> <li>12. Suppression systems must use chemicals that do not damage sensitive equipment.</li> <li>13. Suppression systems must not pose harm to building occupants.</li> <li>14. The system should be able to automatically switch off air conditioning during the release of the extinguishing agent.</li> <li>15. Addressable fire alarm panel shall be provided.</li> <li>16. All voids of the rooms shall be provided with fire detection systems.</li> <li>17. Inergen gas shall be used for the data center with provision for portable hand held fire suppression system. (6 Inergen filled cylinder, 200 Bar ISO/USA/TC)</li> <li>18. Provision for manual actuators should be done for manual override including abort button.</li> </ol>	
7.	Heating, ventilation and air	Data Centre Cooling	N+1	<ol style="list-style-type: none"> <li>11. Cooling and related equipment must be sized to account for: <ul style="list-style-type: none"> <li>• The size of the cooling</li> </ul> </li> </ol>	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component
	conditioning (HVAC) System			<p>load of all equipment.</p> <ul style="list-style-type: none"> <li>• Humidification effects.</li> <li>• Redundancy should a unit fail.</li> <li>• Appropriate future growth projections.</li> </ul> <p>12. Automatic monitoring and control of cooling, heating, humidification, dehumidification and air-filtration among others must be installed.</p> <p>13. Criteria in determination of the air conditioner placement should be effective in addressing the current planned load, and their adaptability to change in configuration.</p> <p>14. The air flow patterns of the hardware installed must be considered ensuring that units are not laid out in a manner that exhausts air from one unit into the intake of the next.</p> <p>15. Cooling units shall be at least 35kW sensible cooling capacity in-row units and shall be integrated in the containment system.</p> <p>16. Units shall have Variable Speed EC Fans</p> <p>17. Units shall be DX air cooled with R410a refrigerant.</p> <p>18. High efficiency DATA CENTER Inverter Scroll compressor with</p>	



No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component
				<p>capacity modulation.</p> <p>19. Cooling capacity shall be permanently optimized in a closed loop by continual monitoring of the cold aisle temperature fed back through intelligent control to adjust the mechanical unloader in the scroll compressor thus adjusting the vertical position of the orbital scroll with respect to the fixed scroll. The orbital scroll shall always be run at full speed. Use of a drive or other methods to reduce the scroll speed to regulate capacity shall NOT be accepted.</p> <p>20. Air conditioning models should be controlled by microprocessor-based controller. It can be programmed to control the function of every device within the unit via I/O.</p>	
		Humidity/temperature control		<p>5. The temperature ranges to be monitored shall be -5C to + 50 C with resolution of 0.5C. The humidity monitoring range should be 0 – 100% none condensing.</p> <p>6. Temperature and Humidity controls should be as recommended by the manufacturers</p> <p>7. Temperature and humidity monitoring should be for both at the front and the back of the racks.</p> <p>8. Monitoring of other dry contact sensors like door status sensor</p>	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component
				should be provided	
		System monitoring		<ol style="list-style-type: none"> <li>5. All infrastructure systems supporting machine space services must be monitored on a continual basis.</li> <li>6. Monitoring must be at a central location, that is, Network Operations Centre (NOC).</li> <li>7. Monitoring system must support a master reporting console that can also be accessed remotely (including history logs) and must notify the ICT staff of alarms at the Data Centre.</li> <li>8. Systems monitoring must incorporate the offsite backup location</li> </ol>	
		Pipe system		<ol style="list-style-type: none"> <li>4. Pipes must be constructed of high quality rust and coolant resistant material.</li> <li>5. Pipe loops must have valves in several locations that allow sections of the loop to be isolated without interruption to the rest of the loop.</li> <li>6. Pipe loops must have isolation valves for the cooling unit.</li> </ol>	
		Air delivery and return management		<ol style="list-style-type: none"> <li>1. Hot aisle and cold aisle zone containment design</li> <li>2. Cold air delivery must be managed such that the required amount of air can be delivered to any necessary equipment location.</li> </ol>	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component
				3. Hot air return must be managed to extract air directly to cooling unit without mixing with cold air delivery	
8.	Power	Power Distribution Board	2	<p>14. Separate Power Cabling for Data Center</p> <p>15. Should have an 200A Automatic Transfer Switch</p> <p>16. Power Distribution (Pathways should be done beneath the Raised floor)</p> <p>17. Input: 3 power feeds into the building providing power to the data Centre from two different substations via different routes Include Raw power, building generator input, Datacenter Generator input and Building ups input.</p> <p>18. Input Voltage range: 80–280 V AC, single-phase,138–485 V AC, Generator three-phase (frequency 40-70HZ )</p> <p>19. Output: Redundant A &amp; B power feeds to IT equipment via the two sets of UPS</p> <p>20. Output range - 220/230/240 V AC; single-phase output; a voltage system can be selected by setting a voltage level over the LCD.</p> <p>21. Overload Capacity - In normal mode, when the UPS is overloaded to a range between 105% and 125%, the UPS transfers to the bypass mode in 5 minutes if the bypass is normal, or</p>	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component
				<p>disconnects the power output if the bypass is abnormal.</p> <p>22. In normal mode, when the UPS is overloaded to a range between 125% and 150%, the UPS transfers to the bypass mode in 1 minute if the bypass is normal, or disconnects the power output if the bypass is abnormal.</p> <p>23. In normal mode, when the UPS is overloaded to more than 150%, the UPS transfers to the bypass mode in 0.1 second if the bypass is normal, or disconnects the power output if the bypass is abnormal.</p> <p>24. Installation mode: -Rack mounted (W x D) 86 mm x 430 mm x 615 mm</p> <p>25. Surge Protection: YD/T1095-2000 YD/T944-2007</p> <p>26. The AC input meets class D surge protection requirements (differential mode and common mode: 5 kA, 8/20 μs).</p>	
		Power Cable Management (beneath the raised floor)	N+1	Install cable trays of dimension at least 250mm width under the raised floor on the back of the racks. Power cables shall be properly managed under the raised floor.	
		Batteries with inverters for Clean Power	8 batteries +Inverter	8 rechargeable Lead Cycle Batteries 12 volts + 200AH +Rack	
		UPS	2 UPS	12. 20KVA	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component
			configured in N+1 Redundancy	<ul style="list-style-type: none"> <li>13. UPS should be On-line, double conversion</li> <li>14. UPS should have efficiency up to 96.2 % from full load to 20% loading</li> <li>15. Power factor of 1 (unit) and pure sinewave output waveform.</li> <li>16. UPS cabling should be factory terminated</li> <li>17. Distribution boards for the UPS power should be integrated in the main DATA CENTER LV board in N + 1 configuration from the dual UPS.</li> <li>18. Supplier to ensure proper sizing of the cables and breakers.</li> <li>19. UPS should have IEC/EN 62040-1/2 compliance</li> <li>20. Ups rated input voltage is 415v, 50/60HZ</li> <li>21. The ups Provides Rs485 communications port for easily monitoring its parameters and status. The monitoring system should terminate at the NOC center</li> <li>22. Two (2) 32U Cabinets (UPS racks) with vendor neutral mounting rails that are fully adjustable and compatible with all EIA-310 (Electrical Industry Alliance Standards).</li> </ul>	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component
		System and Monitoring		<p>All Monitoring and management system for various datacenter components must terminate at the NOC Center</p> <p>One 55" HDR Full HD Smart Multisystem LED TV wall mounted LED screen for status display for all systems and video conferencing</p> <p>Provision of a data center monitoring software.</p> <p><b><u>Data Center Monitoring system</u></b></p> <p>7. Able to integrate with and display real-time performance of the following third party systems on the screen with</p> <ul style="list-style-type: none"> <li>●Air Conditioning performance</li> <li>●Access control</li> <li>●CCTV system in place</li> <li>●Fire suppression system</li> <li>●Environment Monitoring systems</li> <li>●Power systems (UPS and others)</li> </ul> <p>8. Should be able to monitor real-time health status, performance, fault and availability of Multi-vendor computing equipment and network monitoring specifically but not limited to:</p> <ul style="list-style-type: none"> <li>●Branch networks</li> <li>●Servers</li> <li>●SAN Storage</li> </ul>	

No	Item Group	Item description	QTY	Technical Specifications	Bidder must Indicate the Name and Model of the proposed solution /component
				<ul style="list-style-type: none"> <li>•Network active devises</li> <li>9. Should provide automated forecasting, alerting, and reporting on all monitored aspects</li> <li>10. Should provide Customizable performance and availability reports</li> <li>11. Should have advanced alerting systems via email, SMS for all monitored systems and equipment</li> <li>12. Adequate training should be provided for the monitoring systems and support of the system should be provide for at least one year from the date of commissioning.</li> </ul>	

## SCHEDULE OF REQUIREMENTS

Bidders are required to make a comprehensive list of all the components. It is the responsibility of the bidder to provide all critical components in sufficient quantities. Bidders are required to take to the technical specifications in section VII and note of the following requirements among others:

No	Description	Quantity
<b>Supply, Installation, configuration, testing and commissioning of Environment monitoring system</b>		
1.	Water Leakage Detection system	1
2.	Rodent Repellent System	1
<b>Supply, Installation, configuration, testing, training and commissioning of Fire Systems</b>		
3.	(6 Inergen filled cylinder, 200 Bar ISO/USA/TC) with pipe work and electrical fittings	6
4.	VESDA System	1
<b>Supply, Installation, configuration, testing, training and commissioning of HVAC</b>		
5.	Cooling system	N+1
6.	Humidity and temperature control system terminating at the NOC	1
<b>Supply, Installation, configuration, testing training and commissioning of Power systems</b>		
7.	Power Distribution Board and system terminating at the NOC	1
8.	Power Cable tray (beneath the raised floor)	N+1
9.	Batteries with inverters for Clean Power	8
10.	20Kva x 2 Rack mountable Uninterruptable Power supply Unit configured as two sets (redundancy) stacked in 32u Cabinets	2
<b>Setup, configuration and Equipping of Network operations office</b>		
11.	55" HDR Full HD Smart Multisystem LED TV and accessories	2
12.	Datacenter Monitoring system	1

**Vendor to provide a compressive bill of materials**



## **TERMS OF REFERENCE**

The bidder is required to offer Environment monitoring system, Fire Systems, HVAC, Power systems, and Network operations office for the comprehensive responsibilities to Supply, Installation, Configuration, Testing, Training and Commissioning of Water Leakage Detection System; Rodent Repellent System; Data Center Cooling; UPS; Power Distribution Boards; Backup Batteries; VESDA and Fire Suppression System; For Knls Virtual Library Data Center, warranty support, and post warranty comprehensive Annual Maintenance Contract (AMC) of the total solution comprising of hardware and software along with perennial licenses as per scope of work.

The bidder is to be fully committed to undertake this engagement in accordance with the scope of work

Knls requires the Bidder to make a visit to the site prior to submission of bid.

## **SCOPE OF WORKS**

knls will provide the room for the Data Centre setup at our Maktaba Kuu building with dimensions at least 15ft by 20ft. The Bidder shall execute the entire Scope of Work covered under this tender including Supply, Installation, Configuration, Testing and Commissioning and warranty services for equipment supplied as per the proposed design and to meet the desired objectives.

### **SITE PREPARATION:**

Visit and study the room for the data centre and other infrastructure available on the site and perform required essential installing/implementing various Data Centre components under the scope of this tender.

Supply /install components as per the detailed technical specifications provided in Technical specification section. The selected Bidder will only use the acceptable materials and brands with good workmanship to provide Class A finish which is long lasting and easily maintainable.

Supply / install components including; Water Leakage Detection System, Rodent Repellent System, Data Center Cooling, UPS, Power Distribution Boards, Backup Batteries, VESDA and Fire Suppression System., as per the detailed specifications provided in the Technical specification section.

Installation and integration shall mean to install and configure every component and subsystem component(s), integrating the Building Management System with the required components, integrating the facility components.

The training requirements as mentioned in below training section shall be completed after the final acceptance test; the schedule shall be decided in consultation with knls

## **THE UAT (USER ACCEPTANCE TESTING)**

UAT shall include all hardware and software items installed at the data center as per the layout drawings and technical specifications and availability of all systems shall be verified. The bidder shall be required to demonstrate all the features / facilities / functionalities. The bidder will arrange the test equipment required for performance verification and will also provide documented test results.

The bidder shall provide documentary proof with brochures of back-to-back support with OEMs of the third party products. These include UPS, Precision AC, Fire detection and Suppression System, VESDA System, etc., before UAT sign off

## **TRAINING AND CONTINUOUS KNOWLEDGE**

The Bidder shall conduct onsite training to familiarize Knls's technical team with the operations and maintenance procedures of the Data Centre components; Water Leakage Detection System, Rodent Repellent System, Data Center Cooling, UPS, Power Distribution Boards, Backup Batteries, VESDA and Fire Suppression System. The training shall cover all the systems involved in the build of the Data Centre. Training material shall be provided (hard copy and soft copy), which shall include the presentations used for training and also the required relevant documents for the topics being covered. The best solution is only as good as it has been configured. To this end, Knls will require continuous training on the solution proposed and industry training to keep up with the growing trends.

Certification training must be provided at a vendor approved Authorized Training Centre (ATC). Knowledge Transfer during deployment and handover will be critical.

## **DOCUMENTATION**

The Bidder shall be responsible for preparing process documentation related to the operation and maintenance of each component of the Data Centre. The prepared process document shall be formally approved and signed off by knls

All documentation (as built drawings, equipment labelling details, cable routes, manuals, data sheets, software, maintenance schedule, communication and escalation details etc.) related to the Data Centre shall be completed and submitted to knls, in hardcopy, before the final acceptance test. Documentation will include but not limited to:

1. **Operation and Maintenance Manuals:** Operating Manuals will comprise instructions on equipment safety checks, startup and close- down procedures, daily operation and full descriptions of operating features. Diagrams will show the full diagrammatic network, Power structures, and physical layout of the system and components.  
Maintenance Manuals will comprise full descriptive and maintenance details on each and every item of equipment supplied. Suppliers and spare parts references, contacts, telephone numbers, and addresses will be supplied where relevant.

2. **Wiring Schematics:** The contractor will submit wiring schematics, either on A1 or A0 size of drawing sizes. Detailing individual subsystem-wise cabling including data and electrical cabling and will be appropriately color coded. The layout shall detail location of all components.
3. **Equipment Configurations:** Configuration details of individual equipment will be recorded and presented as a part of the documentation.

All the documents will be presented in hard copy (2 sets) and soft copy (2 sets) formats.

The Bidder shall be responsible for preparing documentation required for certification wherever applicable or as required by knls.

### **ADDITIONAL NOTES TO BIDDERS**

#### **DAMAGE TO EXISTING EQUIPMENT**

Damage attributable to the Contractor (or the Contractor's agents and/or assignees) to any of the existing plant or equipment or systems will be repaired or replaced at the Ministry's specification. All costs associated with such repairs and/or replacements will be borne by the Contractor on a cost-plus basis.

#### **VARIATION OF SCOPE OF WORK**

Knls reserves the right at the time of the contract to vary the scope of the work, including amending the quantity of the data points, goods and materials. Such amendments should not result in any changes to any unit prices, other than where pricing was expressly specified to be subject to discount or other reduction on account of higher volume.

#### **BIDDER'S RESPONSIBILITIES**

The bidder shall do the work with due care and diligence and in accordance with the contractual agreement terms as signed in the contract and in strict adherence to best industry practices.

#### **WARRANTY AND SUPPORT**

The Bidder shall be required to give a warranty of 3 years. The Bidder shall warrant that all the work installations and equipment are free from defects and if any defect is discovered; then the Bidder shall take immediate action to replace the damaged device as required during the warranty period.

**PRICE SCHEDULE**

No	Description	Quantity	Unit price	Total Price Inclusive
<b>Supply, Installation, configuration, testing and commissioning of Environment monitoring system</b>				
1	Water Leakage Detection system	1		
2.	Rodent Repellent System	1		
<b>Supply, Installation, configuration, testing, training and commissioning of Fire Systems</b>				
3.	(6 Inergen filled cylinder, 200 Bar ISO/USA/TC) with pipe work and electrical fittings	6		
4.	VESDA System	1		
<b>Supply, Installation, configuration, testing, training and commissioning of HVAC</b>				
5.	Cooling system	N+1		
6.	Humidity and temperature control system terminating at the NOC	1		
<b>Supply, Installation, configuration, testing training and commissioning of Power systems</b>				
7.	Power Distribution Board and system terminating at the NOC	1		
8.	Power Cable tray (beneath the raised floor)	N+1		
9.	Batteries with inverters for Clean Power	8		
10.	20Kva x 2 Rack mountable Uninterruptable Power supply Unit configured as two sets (redundancy) stacked in 32u Cabinets	2		
<b>Setup, configuration and Equipping of Network operations</b>				

<b>office</b>				
11.	55" HDR Full HD Smart Multisystem LED TV and accessories	2		
12.	Datacenter Monitoring system	1		
	<b>Total Amount ( Inclusive of 14% VAT and other applicable levies)</b>			

Note: All prices shall be documented only in the financial bid document(s)/Price Schedules/Form of Tender submitted in a separate envelope

**TENDER FORMS**

To: Kenya National Library services  
NAIROBI. Kenya.

Gentlemen and/or Ladies:

**Having examined the Tender documents including, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to** Tender For Supply, Installation, Configuration, Testing, Training And Commissioning Of Water Leakage Detection System, Rodent Repellent System, Data Center Cooling, Ups, Power Distribution Boards, Backup Batteries, Vesda And Fire Suppression System For Knls Virtual Library Data Center Tier 2 **in conformity with the said Tender documents for the sum of Or such other sums as may be ascertained in accordance with the Schedule of Rates attached herewith and made part of this Tender.**

We undertake, if our Tender is accepted, to provide the service in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Tender for a period of 120 days from the date fixed for Tender opening under Clause 5 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020  
[signature] [in the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

**TENDER SECURITY FORM**

**(To be on the Letterhead of the Bank)**

Whereas \_\_\_\_\_ (hereinafter called "the Tenderer") has submitted its tender date \_\_\_\_\_ for the provision of

\_\_\_\_\_ (hereinafter called "the Tender").  
KNOW ALL PEOPLE by these presents that  
WE

\_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Bank"), are bound unto \_\_\_\_\_ (hereinafter called "the Employer") in the sum for which payment well and truly to be made to the said Employer, the Bank binds itself , its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or  
If the Tenderer, having been notified of the acceptance of its Tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Tenderers;

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

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

\_\_\_\_\_  
(Signature of the Bank)

## **CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 2020 between Kenya National Library Services of Kenya (hereinafter called "the Employer") of the one part and \_\_\_\_\_ (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited tenders for Tender for Supply, Delivery, Configuration, Testing and Commissioning of Virtual Library Tier 2 Data Center and ancillary services, viz., Provision of Goods and has accepted a tender by the Contractor for the provision of the supply in the sum of

\_\_\_\_\_ (words) \_\_\_\_\_ (figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) the Schedule of Requirements;
  - (c) the General Conditions of Contract;
  - (d) the Special Conditions of Contract; and
  - (e) the Employer's Notification of Award.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Employer hereby covenants to pay the Contractor 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 their respective laws the day and year first above written.

Signed for the Employer in  
the presence of:

Ag. Chief Executive ----- )

WITNESS ----- )

Signed for the Contractor in  
the presence of:

DIRECTOR )

SECRETARY )

**PERFORMANCE SECURITY FORM**

**(To be on the Letterhead of the Bank)**

To: Kenya National Library Service,  
NAIROBI. KENYA

**WHEREAS** \_\_\_\_\_ [name of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 2020 to provide

\_\_\_\_\_ (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein Performance Security for compliance with the Contractor's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Contractor a guarantee:

**THEREFORE, WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, \_\_\_\_\_ up \_\_\_\_\_ to \_\_\_\_\_ a \_\_\_\_\_ total

\_\_\_\_\_ (words) \_\_\_\_\_ (figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_

\_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Signature and seal of the Guarantors

[name of bank]

[address]

[date]

**MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

**Part 1 – General**

Business Name.....Certificate of Incorporation / Registration No.

.....Location of business premises: Country .....Physical address Town

Building..... Floor..... Plot No.

Street / Road .....Postal Address ..... Postal / Country Code..... Telephone No's..... Fax No's. ....E-mail address ..... Website .....

Contact Person (Full Names) ..... Direct / Mobile No's..... Title ..... Power of Attorney (Yes / No)

If yes, attach written document.

Nature of Business (Indicate whether manufacturer, distributor, etc) .....

(Applicable to Local suppliers only)

Local Authority Trading License No. .... Expiry Date ..... Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (US D/Kshs)

Was this successfully undertaken? Yes / No. .... (If Yes, attach reference)

Name (s) of your banker (s) .....

..... Branches ..... Tel. No's.

.....  
**Part 2 (a) – Sole Proprietor** (if applicable)

Full names

Nationality..... Country of Origin.....

Company Profile ..... (Attach brochures or annual reports in case of public company)

**Part 2 (b) –**

**Partnerships** (if applicable) Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1. ....
2. ....

Company Profile ..... (Attach brochures)

**Part 2 (c) – Registered Company (if applicable - as per the CR12 form)**

Private or public .....

Company Profile ..... (Attach brochures or annual reports in case of public companies) State the nominal and issued capital of the Company

Nominal Kshs

Issued Kshs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows: - Full Names Nationality Citizenship Details Shares

- 1.....
- 2.....

**Part 2 (d) – Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the KNLS and any other public or private institutions.

Full Names.....

Signature.....

....

....

Dated this .....day of .....20..... In the capacity of.....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (e) – Bankruptcy / Insolvency / receivership.**

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full

Names.....

Signature

..... Dated this  
.....day of .....20..... In the capacity of

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (f) – Criminal**

**Offence** I/We,

(Name (s) of

Director (s)):-

a) .....

b) .....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....

...

....

For and on behalf of M/s

In the capacity of .....

Dated this .....day of .....2020

Suppliers' / Company's Official Rubber Stamp .....

**Part 2 (g) – Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a) .....

b) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2020

Suppliers' / Company's Official Rubber Stamp

.....

**Part 2 (h) – Interest in the Firm:**

Is there any person/persons in KnIs or any other public institution who has interest in the Firm?

Yes/No ..... (Delete as necessary) Institution .....

.....  
(Title) (Signature) (Date)

**Part 2(i) – Experience:**

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in the last three years.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							

**Part 2 (i or j) – Bank account details:**

AGPO firms must provide evidence from their bank that the account to which Knls shall make payment has a youth or a woman or a PWD listed in the CR12 form/partnership deed/sole proprietor certificate as a MANDATORY signatory of that account, - Sec.157 (11) of PPADA:

Account No.....Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate...../  
ID No (s)...../.....Signature and stamp of the authorized Banker Representative.....Date.....

**Part 2(j or k) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give knls authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, Clients etc.

Full names .....  
Signature.....  
For and on behalf of M/s .....  
In the capacity of .....

Dated this .....day of .....20...  
Suppliers' / Company's Official Rubber Stamp

**SITE VISIT CERTIFICATE**

This is to certify that **(IN BLOCK LETTERS)**  
Name:

Cell Phone No:

Email:.....

Being the authorized representative of **(IN BLOCK LETTERS)**

M/s [Firm/Company] .....

.....

Official Tel No

Official Email

Visited on..... DATE.....

**OFFICIAL USE: -**

Signed \_\_\_\_\_

Name of Knls Representative and Designation

.....

**NOTE:**

1. This form is to be completed at the time of site visit.
2. Bidder to bring along with him duly filled site visit certificate during the site visit.

**BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]