



**UNCLAIMED FINANCIAL ASSETS AUTHORITY  
(UFAA)**

**TENDER DOCUMENT**

**FOR**

**PROVISION OF BACK UP INTERNET SERVICES**

**TENDER NO. UFAA/BU/003/2021– 2022**

**NOTICE DATE: 27<sup>TH</sup> APRIL, 2021**

**CLOSING DATE: 6<sup>TH</sup> MAY, 2021 AT 10:30AM**

**CLARIFICATION DATE: 3<sup>RD</sup> MAY 2021**

**APRIL, 2021**

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## SECTION I - LETTER OF INVITATION

To: ALL BIDDERS

Date: 27<sup>th</sup> April, 2021

Dear Sir/Madam,

### RE: PROVISION OF BACK UP INTERNET SERVICES: REF: UFAA/BU/003/2021– 2022

- 1.1 Unclaimed Financial Assets Authority invites proposals for provision of back up internet services for one-year renewable for another year based on performance and at the same terms.
- 1.2 Bidders can download free of charge the Tender document from Unclaimed Financial Assets Authority website: [www.ufaa.go.ke](http://www.ufaa.go.ke) or PPIP supplier portal: [www.tenders.go.ke](http://www.tenders.go.ke) and immediately forward their particulars for records and/or for the purposes of receiving any further clarifications to [procurement@ufaa.go.ke](mailto:procurement@ufaa.go.ke)
- 1.3 Financial Proposals submitted shall be valid for **120 days** on submission.
- 1.4 The complete bid documents in plain sealed envelope marked “TENDER NO UFAA/BU/003/2021– 2022: TENDER FOR PROVISION OF BACK UP INTERNET SERVICES”, should be addressed to: -  

**The Chief Executive Officer  
Unclaimed Financial Assets Authority  
P.O. Box 28235-00200 Nairobi  
Tel. +254-4343440/0706866984**
- 1.5 And be deposited in the tender box located at the reception area of Unclaimed Financial Assets Authority, **Pacis Center, 2nd Floor, Slip Road off Waiyaki Way, Westland, Nairobi**, so as to be received on or before **Thursday, 6<sup>th</sup> May, 2021 at 10.30AM**. Late bids and/or applications will be rejected. Tenders shall be opened in the Boardroom immediately thereafter in the presence of bidders who may wish to witness the opening in strict adherence to covid-19 protocols.

**CHIEF EXECUTIVE OFFICER/MT  
UNCLAIMED FINANCIAL ASSETS AUTHORITY**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

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

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form
  - xii) Principal's or manufacturers authorization form
  - xiii) Declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

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

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

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

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

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
  - b) Cash.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit

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

- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible 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 procuring entity on the Tender Form; or
  - (b) In the case of a successful tenderer, *if* the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 30
    - or**
    - (ii) to furnish performance security in accordance with paragraph 31.
  - (c) If the tenderer rejects, correction of an error in the tender. **2.13**

### **Validity of Tenders**

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

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

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

### **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:



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

(b) Bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE Thursday 6<sup>th</sup> May 2021 at 10.30 am**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.15.5 ***Bidders are advised to tape bind, serialize and paginate their documents in a sequential manner including attachments.***

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Thursday 6<sup>th</sup> May 2021, at 10.30 am.**

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

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

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

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

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

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

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

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

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, on **Thursday 6<sup>th</sup> May 2021, at 10.30 am** and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.19 Clarification of tenders**

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

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

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

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

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

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

(a) operational plan proposed in the tender;

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

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

(a) **Operational Plan.**

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

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

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

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

## **2.23. Contacting the procuring entity**

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

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

## **2.24 Award of Contract**

### **a) Post qualification**

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 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 Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

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

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

## **2.28 Corrupt or Fraudulent Practices**

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

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

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	<b>Particulars of eligible tenderers:</b> all qualified bidders licensed by Communication Authority of Kenya
2.4.2	UFAA will compile and respond to all clarifications received on or before <b>3<sup>rd</sup> May, 2021 5:00 p.m.:</b> Any request for clarification must be in the firm's letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered. No clarification will be issued after this period.
2.10	<b>Particulars of other currencies allowed.</b> None only Kshs
2.11	<b>Particulars of eligibility and qualifications documents of evidence required:</b> as per mandatory requirements
2.12	<b>Particulars of tender security if applicable:</b> Kshs. 30,000.00
2.24	<b>Particulars of post – qualification if applicable:</b> due diligence to confirm authenticity of documents provided
2.30	<b>Particulars of Performance Security if applicable</b> 10 % of the contract price
2.13	<b>Validity of tenders:</b> Tenders shall remain valid for 120 days after date of tender opening
	<b>State date and time of tender closing:</b> Thursday 6 <sup>th</sup> May 2021, at 10.30 am.
2.16.3	<b>Bulky tenders</b> Bulky tenders that will not fit in the tender box shall be delivered to the Procurement manager and shall be signed for by the person delivering the documents.
2.18	<b>Opening of tenders:</b> Immediately after closing time on 6.5.2021 at 10:30am.

## SECTION III: SCHEDULE OF REQUIREMENTS

### TECHNICAL SPECIFICATIONS FOR PROVISION OF BACKUP INTERNET SERVICES

#### Introduction

The Unclaimed Financial Assets Authority (UFAA) is a State Corporation established pursuant to the Unclaimed Financial Assets Act 2011, Laws of Kenya. The primary mandate of the Authority is to receive unclaimed financial assets from holders of such assets, safeguard and re-unite the assets with their rightful owners. Specifically, the Authority is responsible for the following:

1. Enforcing and generally administering the provisions of the Act.
2. Ensuring that holders of unclaimed financial assets surrender them to the rightful owners or to the Authority.
3. Carrying out inspection of unclaimed financial assets to ensure accurate reporting.
4. Ensuring that all relevant information on unclaimed financial assets is submitted to the Authority and maintained in a database.
5. Receiving all unclaimed financial assets required by the Act to be made to the Unclaimed Assets Trust Fund.
6. Assuming custody of the rights of unclaimed financial assets holders in respect of surrendered assets.
7. Locating and notifying owners of the unclaimed financial assets.
8. Making payments out of the Fund to the identified owners of unclaimed financial assets in accordance with the provisions of the Act.
9. Acting as the Trustee to the Fund in accordance with Part V of the Act.
10. Managing and investing the funds of the Authority.
11. Spearheading implementation of unclaimed financial assets policies and procedures.
12. Regulatory and oversight responsibility on matters relating to unclaimed financial assets.
13. Advising the Cabinet Secretary on matters relating to unclaimed financial assets.
14. Performing such other functions as are conferred on it by the Act or other written law.

### PROVISION OF BACKUP INTERNET SERVICES

#### Background of the Assignment

Unclaimed Financial Assets Authority has effectively and successfully deployed online services to serve its clients and employees. This has had a significant impact of reducing the time it takes to access the services and increase efficiency of service delivery.

Currently, UFAA has in place a dedicated 20 Mb/s internet connection with Telkom Kenya limited and the current internet solution is integrated with a firewall and spam filtering solution. UFAA requires backup Internet connectivity at its HQ at Pacis Center on slip road Waiyaki way 2<sup>nd</sup> floor that will act as the backup link. It will be prudent for the bidder to have redundancies to avoid any down times. The firewall devices shall provide the necessary interfaces for terminating the internet links from the Internet Service Provider (ISP). The Internet service provider (ISP) will use UFAA existing edge devices to integrate with their service provider edge devices.

The provider(s) should meet the percentage uptimes at all times. In the event that they don't, then credits should be assigned to cover for any outages. Providers are free to give options of how they intend to achieve the redundancies.

## Scope of Works and requirements

The scope of works shall be:

1. Provision of Internet services to UFAA offices. The preferred media is via fiber.
2. Provision, integration, installation, configuration and commissioning of the solution.
3. Ensuring seamless fail over mechanism is achieved between the primary and the secondary links.
4. Managing and administering the Internet and by ensuring uptime of 99.99 % is achieved 24/7 in 365 days.
5. Providing technical support and maintenance services whenever there is a technical problem.

**NB: The current internet service provider is excluded from taking part in this bid.**

## EVALUATION CRITERIA

The following will be applied

1. Mandatory Evaluation- Pass/Fail
2. Technical Mandatory Compliance Evaluation- Pass/Fail

### Stage 1: General Pre-Qualification (Mandatory Requirements)

The Bids shall undergo a general pre-qualification process in order to determine the bid compliance to the following preliminary qualification merits:

## EVALUATION CRITERIA

The following will be applied

3. Mandatory Evaluation- Pass/Fail
4. Technical Mandatory Compliance Evaluation- Pass/Fail
5. Technical Capacity Evaluation- Pass mark 80%
6. Financial Evaluation- lowest evaluated bidder.

## STAGE 1: PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS) - ALL MANDATORY DOCUMENTS SHOULD BE PLACED IN THE FIRST SECTION OF THE BID DOCUMENT.

Item	Mandatory Requirements (MR)	YES/NO
MR1	Valid copy of Registration Certificate/Certificate of Incorporation	
MR2	Valid copy of tax compliance certificate	
MR3	Confidential Business Questionnaire dully filled, signed & stamped in the format provided	
MR5	Submission of original & copy of tender document properly <b>tape bound</b> and <b>PAGINATED</b> in the correct sequence and all pages <b>MUST</b> be stamped.	
MR6	Must complete a self-declaration that the bidder/person is not debarred in the matter of public procurement in the format provided	
MR7	Attach a copy of valid Communication Authority of Kenya ISP Compliance certificate	
MR8	Must complete self-declaration that the bidder/person will not engage in any corrupt or fraudulent practices in the format provided	
MR9	Form of tender dully filled, signed and stamped in the format provided	



MR10	Valid copy of CR12 form issued <b>within 6 months</b> from registrar of companies showing shareholders and their shareholding in the firm	
MR11	Tender Security of <b>Kenya Shillings 30,000.00</b> from a reputable bank licensed by CBK in the form of a Bank guarantee or an Insurance Company guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), or guarantee by Youth Enterprise Development Fund or the Women Enterprise Fund valid for <b>120</b> days from the date of tender opening in the format provided in the tender document	
MR12	Valid Copy of Business Permit (County Government)	

NB:

1. **The submission of all the above items is mandatory. Failure to attach any shall lead to automatic disqualification.**
2. **All the Mandatory documents should be placed in the first section of the bid document as listed above**
3. **Bidders are advised to attend a site visit on 30<sup>th</sup> April 2021 at 10.00AM at UFAA offices.**

### **STAGE 3: DETAILED TECHNICAL EVALUATION – PASS MARK 80%**

The bids shall undergo an evaluation on their technical capacity as follows: -

Bid evaluation shall be on the basis of pass/fail system and any bid failing in any of the general pre-qualification (mandatory technical requirements) will not proceed to the technical compliance evaluation stage. Bidders are required to demonstrate how they will meet or exceed UFAA requirements in the format below: -

#### **Stage 2: Mandatory Technical Compliance evaluation**

All the bids admitted at the general pre-qualification (mandatory requirements) stage shall be subjected to a technical compliance evaluation based on the set criteria as per the table below. Technical bid evaluation shall be on the basis of Complied/Not complied and any bid failing in any of the technical evaluation will NOT proceed to the technical capacity evaluation stage. Bidders shall explicitly indicate their offer (under the 'Bidder's Response' column) against the minimum specifications.

### Mandatory Technical Evaluation for Internet Services at UFAA

No	Feature	Description of the requirement	Bidders Response
1	Bandwidth Required:	The link must be on fiber 20Mbps (uplink/downlink) dedicated between UFAA and the international gateway bundled with a spam filtering solution	
2	Mode of Connectivity technology to UFAA	The bidders' backbone network MUST be on full redundancy with at least 2 multiple networks e.g. TEAMS, SEACOM, EASSy, etc. The Internet service must be provisioned via Multiprotocol Label Switching (MPLS) infrastructure as a Managed service with mandatory automatic failover.	
3	Service Availability:	Always 99.9% (24x7); and the expected testable internet connection speeds shall be symmetric	
4	Monitoring and reporting:	The bidder (ISP) must have a proactive monitoring and alerting system via at least SMS and E-Mail and a single point access for ticketing, monitoring and traffic analytics. Should have utilization statistics for the WAN links including Quality of Service (QOS).	
5	Customer Premise Equipment (CPE)	The bidder should quote for any CPE that UFAA may require to enable the connectivity (Bidders are encouraged to confirm the CPE on the site and confirm their compliance before quoting the same)	
6	Training:	Provide post-implementation training to a minimum of four (4) technical staff.	
7	Documentation	UFAA shall require relevant documentation for the installation including configurations and passwords to UFAA upon commissioning;	
8	Warranty	The bidder should indicate the warranty period of the CPE (this is in the situation where the CPE is required only)	

9	Scalability:	The solution offered should be scalable without incurring of any extra installation costs to UFAA. Costs to be incurred should only be for the additional bandwidth uptake as and when required;	
10	Open standards:	The solution so offered should be based on open standards and should allow utilization of any equipment without necessarily locking the installation to a specific vendor;	
11	Email delivery:	The solution provider should have the capability to route and deliver emails to UFAA domain /server through the requisite protocols rapidly and should maintain logs of the email delivery and receipts for confirmation should any need arise;	
12	Spam Filter:	The service provider should have a spam filter/guard as part of optimizing the bandwidth so required. The bidder should indicate what solution they will use to protect their network against spamming by other users for protection against blacklisting of the public IP;	
13	Public IP Addresses:	The bidder should assign public IP addresses to UFAA depending on the business demand (minimum 6 IP addresses);	

15	Configurations:	The service provider should be able to provide all necessary services including configurations of the equipment used, testing and commissioning to ensure that internet is accessible; Must provide for DNS Mapping Configuration	
16	Duration of Contract:	The service is required for an initial duration of 12 months with an option of renewal upon expiry for a further period of 12 months or such other period that shall be agreed at the sole discretion of UFAA.	
17	Delivery Period:	The bidder should provide a project Implementation plan with the delivery period within which the proposed service shall be connected and activated within UFAA premises;	
18	Service level Agreement	Attach a draft SLA defining turnaround times, contacts and a penalty matrix for each service provided under this tender. Provide a detailed support and escalation matrix including turnaround times and contacts.	
19	WI-FI Equipment	Provide six (6) Ubiquiti Unifi 6 Long-Range Access Point (SKU # U6-LR-US). This should be included on the tender price and is once off.	

**Stage 3: Detailed Technical Evaluation**

During detailed evaluation the bids shall be subjected to a more thorough evaluation to check if they meet the technical requirements as stated in their respective bid documents. The pass mark for this evaluation stage is **80%**. Bidders who fail to meet the pass mark of **80%** shall be disqualified from continuing to the next stage of Financial Evaluation.

AREA	TECHNICAL EVALUATION CRITERION	SCORE
<b>1. CAPABILITY OF THE FIRM, PAST PERFORMANCE, METHODOLOGY (TOTAL SCORE=55 Marks)</b>		
<b>CAPABILITY OF THE FIRM, PAST PERFORMANCE, METHODOLOGY</b>	Experience of the firm related to providing internet services The Firm shall provide at least 5 reference sites/ institutions where they have undertaken similar assignments successfully. Include contact persons, in the format prescribed. (2mks per site)	10
	Provide evidence of having undertaken provision of internet services in the last 5 years by submitting at least five (5) LSOs, Contracts or reference letters of recommendations (4mks per letter)	20
	Methodology Firms are expected to demonstrate an understanding of the terms of reference by providing the following: - <ol style="list-style-type: none"> <li>1. Technical Approach and Methodology to include the architecture (10mks)</li> <li>2. Change Management plan (5mks)</li> <li>3. Proposed Work Plan in Gantt chart (5Mks)</li> <li>4. Attach a detailed SLA showing escalation matrix, rebates, maintenance etc. (5 Mks)</li> </ol> Refer to the section below this table for more details on these criteria.	25
<b>2. QUALIFICATIONS AND COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT: (TOTAL SCORE=45 MARKS)</b>		
The key experts should provide the assignments they have undertaken with their reference contacts. Attach CVs accompanied by certified copies of Academic and specialization certificates for key personnel proposed for administration and execution of the contract NB: It is expected that the proposed staff are the ones to be engaged for the project if the bidder is successful and changes can only be made with consent of the client.		
<b>Project Manager</b>	<ol style="list-style-type: none"> <li>1. Degree in Business Management or related field (3mks)</li> <li>2. Relevant professional certification such as PRINCE2, PMI, etc. (3mks)</li> <li>3. At least 8 years of experience in project management assignments. Give a minimum of three similar projects (3mks per project)</li> </ol>	15
<b>2 Network certified engineer</b>	<ol style="list-style-type: none"> <li>1. Degree in ICT or related field - (3mks)</li> <li>2. Relevant professional certification such as CCNP, CCIE, CCNA, NSE4, etc. (3mks)</li> <li>3. At least 5 years of experience in internet services deployments in large enterprises or government entities. Give a minimum of three similar projects. (3mks per project)</li> </ol>	30
<b>Total Marks-100% and pass mark=80%</b>		

**Stage 4: Financial Evaluation**

The Bidder who shall be determined as the lowest evaluated after surpassing the minimum technical score shall be considered and recommended for award. Bidders must indicate all costs in their proposal.

**Note.**

1. Documentary evidence shall be required from bidders to ascertain their qualification in each of the above aspects.
2. UFAA reserves the right to carry out due diligence. Any false information provided will lead to automatic disqualification. This will form part of the evaluation process.
3. The Authority will not accept and/or respond to request for clarification from bidders received 3 days before the tender opening.

**PRICE SCHEDULE**

	<b>Item Description</b>	<b>Quantity</b>	<b>Basic Unit Price exclusive all taxes</b>	<b>Any other levies (specify)</b>	<b>Unit Price incl. of all levies/Taxes</b>	<b>Total Price inclusive of all levies/</b>
1.	Installation Charges at UFAA	1				
2.	20 MBPS Link	12(months)				
3	Ubiquiti Unifi 6 Long-Range Access Point (SKU # U6-LR-US).	6				
4.	Any other charges					
	<b>TOTAL (KSh.)</b>					

**Name and Signature of Authorized Person:** .....

**Stamp and date:** .....

**Payments**

1. The successful bidder will be paid on quarterly basis on submission of certified invoices, worksheets/job card and any other supporting documentation.
2. Payment shall be made in the currency specified in the contract within thirty (30) days of presentation of Invoice.

## Clarifications

All requests for clarification should be in writing and emailed to: [procurement@ufaa.go.ke](mailto:procurement@ufaa.go.ke). No clarifications shall be issued to individual bidders. UFAA will compile and respond to all clarifications received on or before **3<sup>rd</sup> May, 2021 at 5.00PM** and respond within one day.

**NB:** Any request for clarification must be in reference to the specific parts of the tender document properly numbered. No clarification will be issued after the above period.

## Submission

This is a one envelope submission and completed documents in plain sealed envelopes bearing the tender/name, **"TENDER NO UFAA/BU/003/2021-2022: TENDER FOR PROVISION OF BACK UP INTERNET SERVICES** should be addressed to:-

The Chief Executive Officer/Managing Trustee  
Unclaimed Financial Assets Authority  
P.O. Box 28235-00200 Nairobi  
Tel. +254-4343440/0706866984

And be deposited in the tender box located at the Reception on second floor- Unclaimed Financial Assets Authority, **Pacis Centre, Slip Road, off Waiyaki Way Westlands, Nairobi** so as to be received on or before **06<sup>th</sup> May, 2021 at 10:30 am**. The bid documents will be opened immediately thereafter in the Boardroom and in the presence of bidders who may wish to attend.

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

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.4 Use of Contract Documents and Information**

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor/service provider shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5 Patent Right's**

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



### **3.6 Performance Security**

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

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

### **3.7 Inspections and Tests**

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

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

### **3.10 Termination for Default**

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

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

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

### **3.12 Termination of insolvency**

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination

will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

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

### **3.14 Resolution of disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6 Performance security	<b>10% of total cost of contract</b>
3.8 Payment	<b>Services rendered shall be paid quarterly and within 30 days of receipt of an invoice</b>
3.9 Price adjustment	Specify price adjustments allowed <b>No Price adjustments allowed.</b>
3.14 Resolution of disputes	Specify resolution of disputes: through arbitration by a licensed arbiter agreed upon by both parties as per Kenyan laws.
3.17 Applicable law	Laws of Kenya
3.18 Notices to	CHIEF EXECUTIVE OFFICER UNCLAIMED FINANCIAL ASSETS AUTHORITY P.O Box 28235-00200 Nairobi
Other's as necessary	Complete as necessary
Delivery of Services	For a Contract period of <b>one (1) year</b> - renewable for another one-year subject to satisfactory performance and at the discretion of the Authority. Services will be rendered at the Head Office at Pacis Centre

## **SECTION V - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form
9. Integrity pact form

**FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*  
the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.  
*[description of services]*  
in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]*  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith  
and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule  
specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_  
percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring  
entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the  
Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the  
expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof  
and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* \_\_\_\_\_ *[In the capacity of]*

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

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_ 20\_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

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 Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

### Part 1 General

Business Name .....

Location of Business Premises .....

Plot No, .....Street/Road .....

Postal address ..... Tel No. ....Fax Email .....

Nature of Business .....

Registration Certificate No. ....

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

Name of your bankers .....

Branch .....

	Part 2 (a) – Sole Proprietor																									
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																									
	Part 2 (b) – Partnership																									
	Given details of partners as follows																									
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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1.	.....	.....	.....	.....																						
2.	.....	.....	.....	.....																						
3.	.....	.....	.....	.....																						
4.	.....	.....	.....	.....																						
	Part 2 (c) – Registered Company																									
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows																									
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1.	.....	.....	.....	.....																						
2.	.....	.....	.....	.....																						
3.	.....	.....	.....	.....																						
4.	.....	.....	.....	.....																						

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



**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called "the Bank")are bound unto.....

[name of procuring entity](hereinafter called "the procuring entity") in the sum of .....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of 20\_\_\_\_\_.

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
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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]

*(Amend accordingly if provided by Insurance Company)*

**MANDATORY-SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, ....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

**MANDATORY-SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**PRICE SCHEDULE**

	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price/monthly exclusive all taxes</b>	<b>Any other levies (specify)</b>	<b>Unit Price incl. of all levies/Taxes</b>	<b>Total Price/year inclusive of all levies/Taxes</b>
1.	Installation Charges at UFAA	1				
2.	20 MBPS Link	12(months)				
3	Ubiquiti Unifi 6 Long-Range Access Point (SKU # U6-LR-US).	6				
1.	Any other charges					
	<b>TOTAL (KSh.)</b>					

**Name and Signature of Authorized Person:** .....

**Stamp and date:** .....

**NB: In case of disparity between unit price and total cost, unit price will prevail. Bidders are warned that arithmetic errors will lead to disqualification.**

**MANUFACTURER’S/DISTRIBUTOR AUTHORIZATION FORM**

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

WHEREAS .....*[ name of the manufacturer]* who are established and reputable manufacturers of ..... *[name and/or description of the goods]* having factories at ..... *[address of factory]* do hereby authorize ..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

\_\_\_\_\_ *[signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.