



**INSURANCE REGULATORY AUTHORITY**

**TENDER NO. IRA/252/2016-2017**

**PROVISION OF DISASTER RECOVERY (DR) AS A SERVICE**

**10<sup>TH</sup> FLOOR, ZEP-RE PLACE, LONGONOT ROAD, UPPERHILL  
P.O BOX 43505-00100 NAIROBI, KENYA**

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**MAY, 2017**

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## SECTION I INVITATION TO TENDER

DATE: 11<sup>th</sup> May, 2017

### **TENDER NO: IRA/252/2016-2017 - PROVISION OF DISASTER RECOVERY (DR) AS A SERVICE**

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- 1.1 The Insurance Regulatory Authority (IRA) invites sealed bids from eligible candidates for **Provision of Disaster Recovery (DR) as a Service**.
- 1.2 Interested candidates may obtain further information and inspect the Tender documents Procurement Office 10<sup>th</sup> Floor, Zep-Re Place, Longonot, Upperhill, Nairobi during normal working hours and/or downloaded from our website at [www.ira.go.ke](http://www.ira.go.ke) or <http://supplier.treasury.go.ke> free of charge.
- 1.3 Completed Tenders should be submitted accompanied by a Tender Security issued by a bank or an Insurance Company approved by the Public Procurement Regulatory Authority, in the amount of Kenya Shillings Fifty Thousand only (**Kshs. 50,000.00**). The tender security should be valid for one hundred and twenty (120) days from the closing date of the tender and should be received on, or before **Monday 29<sup>th</sup> May, 2017 at 11:00 a.m.** Failure to provide tender security will lead to disqualification of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked as **“IRA/252/2016-2017 – Provision of Disaster Recovery (DR) as a Service”** and be deposited in the Tender Box situated at Insurance Regulatory Authority, Zep-Re Place, 10<sup>th</sup> Floor, Longonot Road, Upperhill, Nairobi or be addressed to:  
  
Chief Executive Officer (CEO)  
Insurance Regulatory Authority  
10<sup>th</sup> Floor, Zep-Re Place, Longonot Road, Upperhill  
P.O. Box 43505 – 00100  
**NAIROBI.**  
  
so as to be received on or before **Monday 29<sup>th</sup> May, 2017 at 11.00 a.m.** Bulky tenders which will not fit in the tender box shall be received by a procurement representative on 10<sup>th</sup> Floor.
- 1.5 There shall be a **MANDATORY** pre-tender meeting to be held on **Friday 19<sup>th</sup> May, 2017 at 2:30 p.m.** at Zep Re Place, 10<sup>th</sup> Floor, Longonot

Road, Upperhill, Nairobi. Bidders will be issued with a pre-bid attendance certificate to be submitted with their bids.

- 1.6 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings or any other freely convertible currency and shall remain valid for (90) days from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at **10<sup>th</sup> Floor, Training Room, Zep-Re Place on Monday 29<sup>th</sup> May, 2017 at 11:00 a.m.**
- 1.8 All Tender Documents **MUST** be submitted in **HARD COPY**. All pages of the Tender Document should be page numbered and initialed by Authorized representative.
- 1.9 Youth, Women and Persons with disabilities who own registered firms are encouraged to apply.
- 1.10 IRA is a Corruption free organization. Any corruption attempt, pressure, or influence should be reported to the Ag. C.E.O. on the address provided in clause 1.2.

**FELIX K. CHELIMO**  
**MANAGER, PROCUREMENT**  
**FOR: Ag. COMMISSIONER OF INSURANCE & CHIEF EXECUTIVE OFFICER**

## **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 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"

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

## **2.5 Amendment of documents**

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

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

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

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

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

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

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

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

## **2.10 Tender Currencies**

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

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

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

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

## **2.12 Tender Security**

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

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

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

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

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



- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible 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 90 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 non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

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

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initiated 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, Monday 29<sup>th</sup> May, 2017 at 11:00 a.m.**”

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

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

## 2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later **Monday 29<sup>th</sup> May, 2017 at 11:00 a.m.**

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 **Monday 29<sup>th</sup> May, 2017** at **11:00 a.m.** 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 non-conformity 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 2.22.3 the following evaluation methods will be applied:

### **(a) *Operational Plan***

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

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

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state

an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

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

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

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

### **2.24 Award of Contract**

#### **a) Post qualification**

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the

tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b) **Award Criteria**

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

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

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

**2.25 Notification of award**

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

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

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

**2.26 Signing of Contract**

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.



## Appendix to instructions to 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	The tender is for all eligible and qualified firms and the successful supplier shall be required to <b>Provision of Disaster Recovery (DR) as a Service.</b>
2.11	<p><b>Your tender should be submitted with the following information:-</b></p> <p><b><u>Mandatory Documents:</u></b></p> <ul style="list-style-type: none"> <li>i) Copy of Certificate of Registration/Incorporation</li> <li>ii) Valid Tax Compliance certificate from Kenya Revenue Authority</li> <li>iii) Tender security (in the correct value and duration)</li> <li>iv) Valid Single Business Permit from a County Government.</li> <li>v) Dully completed Confidential Business Questionnaire <b>(MUST be filled and signed by authorized signatory)</b></li> <li>vi) Attach copies of Identification documents (IDs or Valid Passports) of the owners/Directors of the firms or certified copy of CR 12 issued by the Registrar of Companies.</li> <li>vii) All pages of the tender document should be serial numbered</li> </ul> <p>Bidders <b>MUST</b> comply with all mandatory requirements to be considered for the Technical evaluation stage.</p> <p><b><u>Notes to bidders:</u></b></p> <p>The bidders should demonstrate experience in the Provision the Disaster Recovery Solution by way of:</p> <ul style="list-style-type: none"> <li>i) Providing duly signed qualifications and experience of key management and technical personnel proposed for the project;</li> <li>ii) Providing a methodology (proposal) for carrying out the</li> </ul>

	<p>assignment; and</p> <p>iii) Any other document, item or information required by this tender document.</p>																		
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	<p><b>Technical Evaluation</b> This will be based on the technical proposal submitted in accordance to the forms provided and the following criteria shall be used:-</p> <p><b>Compliance to technical specifications</b> Bidders <b>MUST</b> respond to <b>ALL</b> the requirements on a clause by clause basis <b>stating clearly</b> how their solution meets the requirements. Responses to compliance to technical specifications in any other way other than <b>clause by clause</b> will be treated as <b>NON-RESPONSIVE</b>.</p> <p><b>Financial Evaluation</b> The firms that will score a minimum of <b>80%</b> in the Technical evaluation will be considered for a financial evaluation. Bids that score less than 80% shall be treated as non-responsive and will not be evaluated further.</p> <p>The firm that qualifies at technical evaluated stage and offers the lowest evaluated price will be considered for award.</p>
2.12	Bidders must provide a tender security of <b>KES. 50,000.00</b> (Kenya Shillings Fifty Thousand only) from a reputable bank or reputable insurance company recognized by the Public Procurement Oversight Authority) valid for 30 days beyond the tender validity period.
2.18	The closing date for the tender shall be <b>Monday 29<sup>th</sup> May, 2017 at 11: 00 a.m.</b>
2.24	IRA may carry out due diligence to determine to its satisfaction whether the bidder that will be selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily
Duration of contract	The successful tenderer will be awarded a one-year contract and may be renewed annually up to a maximum period of three years at the sole discretion of the Authority subject to satisfactory performance.
Price Variation	The unit price will remain firm for a period of one year. In the event of the need for price variation within the contract period it will be based on the prevailing consumer price index obtained from Kenya National Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III 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

### **3.5 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**

- 3.6.1 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 anytime 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.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	Performance security in the format provided in the standard document equivalent to 10% of the total annual contract and shall be valid for a period of one year from the time of contract commencement.
3.8	Payment will be made as and when satisfactory service has been rendered
3.14	The dispute resolution will be referred to the Chartered Institute of Arbitrators.
3.18	10 <sup>th</sup> Floor Zep-Re Place, Longonot Road, Upperhill, P.O. Box 43505 – 00100 Nairobi, Kenya.
Other conditions	The contractor shall maintain a suitable insurance cover to cushion against damage/loss of any equipment while being serviced at IRA and also against fire and burglary for any equipment that might be taken to the contractor’s site for further repairs.

## **SECTION V – DESCRIPTION OF SERVICES**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, brochures, etc for the products they intend to supply where applicable.
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

## **SECTION V – DESCRIPTION OF SERVICES**

### **DESCRIPTION OF SERVICES**

#### **TECHNICAL SPECIFICATIONS FOR OUTSOURCED PROVISION OF DISASTER RECOVERY (DR) AS A SERVICE**

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##### **1.0 BACKGROUND**

IRA has an extensive network that supports over 85 users logging in concurrently at its upper hill offices. This network has Desktop PCs, laptops, Smart phones, ipads, network equipment and Network printers riding on it. The network environment has a number of servers that perform different functionalities i.e. mail, file storage and running different applications.

IRA relies on the servers to run most of its day to day activities and therefore the organization requires an experienced contractor to ensure that the servers are replicated at an offsite location.

The solution provider should be able to carry out the following:-

- a) Provide a secure offsite datacenter within Kenya's Geographical boundaries;
- b) Provide DR services as-a-service to the Authority;
- c) Provide dedicated network link connectivity between IRA offices at Zep-Re Place Upperhill and the DR Site;
- d) Provide day to support on the DRS for the Authority; and
- e) Advise the Authority on best practices as far as provision of Disaster Recovery Services is concerned as the need may arise.

##### **2.0 OBJECTIVES**

The objectives of this procurement exercise are:-

- i. To provide effective and efficient support services that are essential for smooth operations for IRA;
- ii. To improve and enhance the work environment for the staff by availing data immediately should fault occur at the primary site;

##### **3.0 SCOPE OF SERVICE**

The scope of the service will entail and shall not be limited to the following:

- i) Provision of data center that should be properly secured and manned

- 24x7;
- ii) Provision of Virtual Server environment by the bidder at their datacenter to satisfy the specifications as provided under the requirements section;
  - iii) Proper record keeping for all visitors at the data center evidence to be provided;
  - iv) Documentation of the Datacenter network infrastructure and the hosting servers;
  - v) Provision of access to the datacenter for IRA ICT Staff at all times whenever need arises;
  - vi) Service level agreement to define incident response and fault resolution timings;
  - vii) Where faults have been discovered, the provider to repair the malfunction;
  - viii) Provide servers that will host IRA data and that are to be hosted at the Service provider's datacenter within the confines of the Country. i.e. No IRA data should be hosted outside Kenya's Geographical boundaries without the Authority's authorization;
  - ix) The service provider to provide a datacenter situated within reasonable distance away from the primary site;
  - x) The DR site service provider must also provide ISP services that are not limited to the following: Domain hosting, E-mail routing services and Internet link routing services;
  - xi) Ensure that the two environments (Primary and DR site) are able to replicate, test the replication between the two sites and provide reports;
  - xii) The data centre to be provided should meet the following minimum requirements:
    - a) A point-to-point VPN connectivity of 20Mbps on fibre;
    - b) A 24-Hours CCTV Surveillance camera which has a redundant offsite DVR recording storage location in addition the CCTV system should be regularly maintained and evidence to be provided;
    - c) Have an automated access control system that is regularly maintained evidence of maintenance to be provided;
    - d) Have a fire suppression system that is regularly maintained evidence of maintenance to be provided;
    - e) Have a flooding and moisture detection system that is well maintained evidence of maintenance to be provided;
    - f) Have a well maintained air conditioning system evidence of maintenance to be provided;
    - g) Have a well maintained temperature detection system evidence of maintenance to be provided and past records of the different

temperatures taken at different time intervals to be provided;

- h) Have a power backup system in place and must be well maintained evidence of maintenance to be provided;
- i) Have a backup standby generator in place and must be well maintained evidence of maintenance to be provided;
- j) The location should be easily accessible served by a well maintained road network infrastructure; and
- k) The data center should be properly done with a false floor to cater for smart cabling;

All the above shall be ascertained by IRA team while conducting a site visit.

## DESCRIPTION OF IRA DATA CENTER SERVER SPECIFICATIONS

Name	Hardware	No. of Processors	Processor Type	Processor Speed	RAM	Internal Disks Total	Network	Operating System
APPSER VER01	HP Proliant DL 380 G7	2	Intel Xeon	3.47 Ghz	192 Gb	1.5 Tb	1 x 10/100/Mbps	Windows 2008 Enterprise R2(64 Bit)

The above physical server runs the following virtual machines:

1. Appserver03-Fortis Db server
2. Appserver04
3. Online Server
4. Vizor Production Portal
5. Vizor Supervision Center
6. ERP Server

Name	Hardware	No. of Processors	Processor Type	Processor Speed	RAM	Internal Disks Total	Network	Operating System
APPSER VER02	HP Proliant DL 380 G7	2	Intel Xeon	3.47 Ghz	192 Gb	1.5 Tb	1 x 10/100/Mbps	Windows 2008 Enterprise R2(64 Bit)

The above physical server runs the following virtual machines:

1. Bimafs01
2. CISCO PABX CUCM Publisher
3. Symantec Backup Exec Server/Websense access portal
4. ERS Db Server

Name	Hardware	No. of Processors	Processor Type	Processor Speed	RAM	Internal Disks Total	Network	Operating System
HOST 1	HP Proliant DL 380 G5	2	Intel Xeon	2.4Ghz	64Gb	2.4 Tb	1 x 10/100/Mbps	Windows 2008 Enterprise R2(64 Bit)

The above physical server runs the following virtual machines:

1. Fortis App
2. ERS Test Db
3. ERS Test Portal
4. ERS Test Supervision Center
5. ERS PC Builder2
6. ERS PC Builder3

Name	Hardware	No. of Processors	Processor Type	Processor Speed	RAM	Internal Disks Total	Network	Operating System
Exchange Server	HP Proliant DL 380 G6	2	Intel Xeon	2.93 Ghz	32Gb	272Gb	1 x 10/100/Mbps	Windows 2008 Standard 64 bit

The virtualized servers' environment at the service provider's data Centre should be as illustrated in the table below:

Name	Hardware	No. of Processors	Processor Type	Processor Speed	RAM	Internal Disks Total	Network	Operating System
PRODDB	HP Proliant DL 380 G7	2	Intel Xeon	3.47 Ghz	28 Gb	400 Gb	1 x 10/100/Mbps	Windows 2008 Enterprise R2(64 Bit)
VIZORCENTRE	HP Proliant DL 380 G7	2	Intel Xeon	3.47 Ghz	20 Gb	300 Gb	1 x 10/100/Mbps	Windows 2008 Enterprise R2(64 Bit)
VIZORPR	HP	2	Intel Xeon	3.47	16	300 Gb	1 x	Windows



ODPORTAL	Proliant DL 380 G7			Ghz	Gb		10/100/Mbps	2008 Enterprise R2(64 Bit)
ERPSERVER	HP Proliant DL 380 G6	2	Intel Xeon	3.47 Ghz	15 Gb	150 Gb 1 TB	1 x 10/100/Mbps	Windows 2008 Enterprise R2(64 Bit)
APPSERVER03	HP Proliant DL 380 G7	2	Intel Xeon	3.47 Ghz	8GB	100GB 500GB 1TB	1 x 10/100/Mbps	Windows 2008 Enterprise R2(64 Bit)
APPSERVER04	HP Proliant DL 380 G6	2	Intel Xeon	3.47 Ghz	16GB	150GB 2TB	1 x 10/100/Mbps	Windows 2008 Enterprise R2(64 Bit)
ONLINE	HP Proliant DL 380 G6	2	Intel Xeon	3.47 Ghz	8GB	200GB	1 x 10/100/Mbps	Windows 2008 Enterprise R2(64 Bit)
BACKUP	HP Proliant DL 380 G6	2	Intel Xeon	3.47 Ghz	12GB	100GB 1.7TB 2TB 2TB 2TB	1 x 10/100/Mbps	Windows 2008 Enterprise R2(64 Bit)
BIMAFS01	HP Proliant DL 380 G7	2	Intel Xeon	3.47 Ghz	16GB	200GB 2TB	1 x 10/100/Mbps	Windows 2008 Enterprise R2(64 Bit)
FORTISAPP	HP Proliant DL 380 G5	2	Intel Xeon	2.4Ghz	6GB	120GB 410GB	1 x 10/100/Mbps	Windows 2008 Enterprise R2(64 Bit)

**NOTE:**

- (i). The above table only captures the servers specifications.
- (ii). The technology used for virtualization is VM Ware ESXi
- (iii). The virtualization environment entry configurations shall be provided by the provider from the onset which will be reviewed from time to time.

(iv). The service provider shall be required to configure initial and incremental backups using VM Ware backup tools

**3. Technical specifications for IRA’s Datacenter Virtualization software are as captured in the table below:**

<b>S. No.</b>	<b>Product Code</b>	<b>Description</b>	<b>Qty</b>
1	VS6-ENT-OENT-UG-C	vSphere 6 with Operations Management Enterprise for 1 Processor or equivalent	4
2	VS6-OENT-3P-SSS-C	Production Support/Subscription VMware vSphere 6 with Operations Management or equivalent	4
3	VS6-OENT-C	VMware vSphere 6 with Operations Management Enterprise for 1 processor or equivalent with the following features:  Health Monitoring and Performance Analytics, Capacity Management, Operations Dashboard, vMotion, High Availability, Data Protection, Replication, Distributed Resource Scheduler, Big Data Extensions.	4
4	VS6-OENT-3P-SSS-C	Production Support/Subscription VMware vSphere 6 with Operations Management Enterprise or equivalent	4
5	VC-SRM6-25S-C	VMware vCenter Site Recovery Manager 6 Standard or equivalent	1
6	VC-SRM6-25S-3P-SSS-C	Production Support/Subscription for VMware vCenter Site Recovery Manager 6 Standard or equivalent	1
7	VCS6-STD-C	VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) or equivalent	1
8	VCS6-STD-3P-SSS-C	Production Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 or equivalent	1

**4. IRA intent is to fully utilize the bidder’s existing ICT infrastructure software that is already in place and as such does not need a solution that will require it (IRA) to purchase an additional hardware in order to implement the proposed solution.**

The above requirements MUST be presented in the format illustrated below failure to comply shall lead to automatic disqualification:

#	ITEM TO BE EVALUATED	BIDDERS RESPONSE;	Marks
1	The provided datacentre should offsite and situated on a secure location within Kenya's Geographical boundaries;	Bidder to provide details and attach proof of ownership/ lease for the premise.	6
2	Ability to provide DR services as- a- service to the Authority	Bidders should demonstrate their ability to provide the service	6
3	Provide dedicated network link connectivity between IRA offices at Zep-Re Place Upper Hill and the DR Site (A point-to-point VPN connectivity of 20Mbs on fibre.)	Bidder to provide details of the kind of connectivity and the service provider to be engaged in provision of the dedicated link.	4
4	Provide day to day support on the DRS for the Authority	Bidders to provide details of the available resources to provide the vital service. Attach evidence of a customer service desk and accessibility on a 24/7 time model	6
5	Advise the Authority on best practices as far as provision of Disaster Recovery Services is concerned from time to time as need arises.	Bidders to attach evidence of availability of personnel to be advising the Authority from time to time on matters relating to provision of DR services as a service. Completion Certificates and signed CVs to be attached of the key personnel for this	2

		role	
6	<ul style="list-style-type: none"> <li>i) The data center should be secured and manned 24 x7.</li> <li>ii) Proper record keeping for all visitors at the data center evidence to be provided.</li> <li>iii) Documentation of the Datacenter network infrastructure and the hosting servers. This must be provided.</li> <li>iv) Service level agreement to define incident response and fault resolution timings.</li> <li>v) The service provider to provide a datacenter situated within reasonable distance away from the primary site with the following minimum requirements:</li> <li>vi) The data center must have 24 Hours CCTV Surveillance camera which has a redundant offsite DVR recording storage location in addition the CCTV system should be regularly maintained and evidence to be provided.</li> <li>vii) The data center must have an automated access control system that is regularly maintained evidence of maintenance to be provided.</li> <li>viii) The data center must have a fire suppression system that is regularly maintained evidence of maintenance to be provided.</li> <li>ix) The data center must have a flooding and moisture</li> </ul>	<p>Bidder <b>MUST</b> attach corresponding evidence as requested on the evaluation item where one has been requested for.</p>	16

	<p>detection system that is well maintained evidence of maintenance to be provided.</p> <p>x) The data center must have a well maintained air conditioning system evidence of maintenance to be provided</p> <p>xi) The data center must have a well maintained temperature detection system evidence of maintenance to be provided and past records of the different temperatures taken at different time intervals to be provided.</p> <p>xii) The data center must have a power backup system in place and must be well maintained evidence of maintenance to be provided.</p> <p>xiii) The data center must have a backup standby generator in place and must be well maintained evidence of maintenance to be provided.</p> <p>xiv) The data center's site must be in a site with a well maintained road network infrastructure and therefore is easily accessible.</p> <p>xv) The data center must have a false floor in place.</p> <p>xvi) The DR site service provider must also provide ISP services that are not limited to Domain hosting, E-mail routing services and Internet link routing services</p>		
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#### **4.0 DURATION OF CONTRACT**

The successful tenderer will be awarded a one year contract and may be renewed annually up to a maximum period of three-years. The renewal of contract will be at the sole discretion of the Authority subject to satisfactory performance.

#### **6.0 PAYMENT SCHEDULE**

Payment will be made in arrears on a monthly basis. All purchases shall be incorporated in the capex model of acquisition.

**SECTION VI - SCHEDULE OF REQUIREMENTS**

Number	Description	Quantity	Delivery schedule (shipment) <i>(To be delivered and installed within the agreed time period in the contract after the date of contract signing)</i>
	All requirements as indicated in section 5.2	As stated in section 5.2	



**SECTION VII - PRICE SCHEDULE FOR GOODS**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer \_\_\_\_\_

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

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

1. **Form of Tender** -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
  
2. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
  
3. **Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
  
4. **Contract Form** - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
  
5. **Performance Security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
  
6. **Bank Guarantee for Advance Payment Form** -When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
  
7. **Manufacturers Authorization Form** -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
  
8. **CV's for Managerial and key staff form**
  
9. Clients Reference form

**8.1 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 \_\_\_\_\_ 2017

*[signature]* .....*In the capacity of]*

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

Name of the Firm .....

Name of signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/ .....

## 8.2 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 .....Code.....City/Town.....

Tel No. ....Website.....

Email..... Website:.....

Nature of Business .....

Registration Certificate No.....

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

Name of your bankers .....

Branch.....

### Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

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

Citizenship details  
.....

### Part 2 (b) – Partnership

Given details of partners as follows

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

### Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

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

### 8.3 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)*

**8.4 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 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 \_\_\_\_\_.

**8.5 PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No.\_\_\_\_\_ [reference number of the contract] dated

\_\_\_\_\_20\_\_\_\_ to supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [Amount of guarantee] 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 2017.

\_\_\_\_\_  
*Signature and seal of the Guarantors*

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[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 institution], 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 thereunder 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 and 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]



**8.7 MANUFACTURER’S 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 a person competent.

**8.8 FORMAT OF CV'S FOR KEY MANAGERIAL AND TECHNICAL STAFF**

Proposed position: .....

Name of Firm: .....

Name of Staff: .....

Profession: .....

Date of Birth: .....

Years with Firm: ..... Nationality: .....

Membership in Professional Societies: .....

Detailed tasks assigned: .....

**Key Qualifications:**

*(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations).*

.....

**Education:**

*(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).*

.....

**Employment Record:**

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

.....

**Certification:**

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

.....Date: .....  
(Signature of staff member)

..... Date: .....  
(Signature of authorized representative of the firm)

Full name of staff member: .....

Full name of authorized representative: .....

## 8.9 CLIENTS REFERENCE FORM

Using the format below, provide information on each relevant works for which your firm was legally contracted in the last five years.

<b>ASSIGNMENT NAME</b>	<b>COUNTRY</b>
Location within country:	Professional staff provided by your firm/entity (profiles)
Name of client and name of contact person:	No. of employees:
Address (Postal Address and telephone contact)	No. of staff - months, duration of assignment:
Start Date: (month/year)                      Completion Date (month/year)	Approximate contract value of goods/services (Kshs.)
Names of Associated firms (sub-contracted) if any:	No. of months of professional staff provided by associated firms
Names of senior staff involved in the assignment	
Narrative Description/scope of the project	
Description of actual services provided by your staff	

Name of Signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber 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

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
  - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

**SIGNED**  
**Board Secretary**