



**UNCLAIMED FINANCIAL ASSETS AUTHORITY  
(UFAA)**

**UFAA/DR/024/2020-21: PROVISION OF DISASTER RECOVERY  
COLOCATION SERVICES**

**NOTICE DATE: THURSDAY 7<sup>TH</sup> JANUARY, 2021**

**CLOSING DATE: FRIDAY 22<sup>ND</sup> JANUARY, 2021 AT 10:30AM**

**OPEN TO THE PUBLIC**

**JANUARY, 2021**

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## SECTION I – INVITATION TO TENDER

Date: 7<sup>th</sup> January, 2021

**TENDER NO: UFAA/DR/024/2020-21**

**TENDER NAME: PROVISION OF DISASTER RECOVERY COLOCATION SERVICES**

The Unclaimed Financial Assets Authority invites sealed tenders from eligible candidates for Provision of Provision of Disaster Recovery Colocation Services.

Interested bidders can download the tender document from the UFAA website [www.ufaa.go.ke](http://www.ufaa.go.ke) or PPIP portal [www.tenders.go.ke](http://www.tenders.go.ke). Bidders who download the documents should send their particulars immediately through email [procurement@ufaa.go.ke](mailto:procurement@ufaa.go.ke) for registration purposes before the tender closing date. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

The tenderer shall furnish, as part of its tender, a tender security of **Ksh. 70,000.00 (Seventy thousand shillings only)** from a licensed Bank or an approved Insurance Firm.

Completed tender documents in plain sealed envelope clearly marked **UFAA Tender No. UFAA/DR/024/2020-21– PROVISION OF DISASTER RECOVERY COLOCATION SERVICES** as per instructions in the tender documents and addressed to:

**The Chief Executive Officer  
Unclaimed Financial Assets Authority  
P.O. Box 28235-00200 Nairobi  
NAIROBI**

The same should be deposited in the tender Box on **2<sup>nd</sup> Floor, Reception Area, Pacis Centre, Slip Road, Off Waiyaki Way, Nairobi** on or before **22<sup>nd</sup> January, 2021 at 10.30 a.m. local time**. Tenders will be opened immediately thereafter in the **Board Room, on 2<sup>nd</sup> Floor, Pacis Centre, Nairobi** in the presence of bidder's representatives who choose to attend.

**CHIEF EXECUTIVE OFFICER/MANAGING TRUSTEE**

**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 (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 pursuant to the Public Procurement and Asset Disposal Act 2015.
- 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.1,000.00 – **N/A**
- 2.2.3. The procuring entity shall allow the tenderer to review the tender document free of charge before purchase – **N/A**

**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 manufacturer's authorization form
  - xiii) Anti-corruption declaration / commitment / pledge 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 email: [procurement@ufaa.go.ke](mailto:procurement@ufaa.go.ke) and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## 2.7 Documents Comprising the Tender

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

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

## 2.8 Form of Tender

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

## 2.9 Tender Prices

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

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

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

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 15% 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 of **Kshs. 70,000.00** from a licensed bank or insurance firm or in cash.
- 2.12.2 The tender security shall be of **Kshs. 70,000.00** from a licensed bank or approved insurance firm or in cash
- 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.
- 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.

## **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.



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.

2.14.4 **The Tenderer is required to serialize and paginated in the correct sequence all pages for each bid submitted**

## 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 22<sup>nd</sup> January, 2021 at 10.30AM**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph

2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **22<sup>nd</sup> January, 2021 at 10.30AM**

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

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

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

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

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

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

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

tender security, pursuant to paragraph 2.12.7

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

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.30AM on 22<sup>nd</sup> January, 2021** 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 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.

2.20.3 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. Pursuant to paragraph 22.3 the following evaluation methods will be applied:

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.24 Award of Contract**

### **a) Post qualification**

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

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

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

### **b) Award Criteria**

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

2.24.4 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---- SIGN THE FORM ATTACHED

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

### Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated
  - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix

## 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	All firms with requisite technical capacity are eligible
2.4.1	<p>All requests for clarification should be in writing and emailed to: <a href="mailto:procurement@ufaa.go.ke">procurement@ufaa.go.ke</a>. No clarifications shall be issued to individual bidders. UFAA will compile and respond to all clarifications received on or before <b>14<sup>th</sup> January, 2021 at 5.00PM</b> that is, at least Seven (7) days prior to the closing date.</p> <p><b>NB: 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.</b></p>
2.10	All other currencies will be converted in Kshs using the CBK exchange rate of the closing day of the tenders
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Tender security of <b>Kshs 70,000.00 (Seventy thousand shillings only)</b> from a Licensed bank or an approved insurance firm by PPRA
2.27	Performance security – <b>N/A</b>

## **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 superseded by provisions of other part of contract.

### 3.3 Standards

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

### 3.5 Patent Right's

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

### 3.6 Performance Security

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

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.



- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.

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.

### **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**

**Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract. The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the Circumstances of the specific service required must also be incorporated where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract

**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 – N/A
3.8	100% payment at the conclusion of the delivery the services and acceptance of goods
3.9	No price adjustments allowed
23.14	Arbitration
3.17	Kenya law
3.18	CHIEF EXECUTIVE OFFICER UNCLAIMED FINANCIAL ASSETS AUTHORITY P.O Box 28235-00200 Nairobi

## **SECTION V – SCHEDULE OF REQUIREMENTS**

As part of our corporate ICT strategy, the Authority seeks to acquire disaster recovery services for its systems and data. The model of the services should be where the vendor will avail rack space and connectivity needed to set up the DR solution. The vendor will also offer Managed Services to both the Primary and DR sites to ensure complete and efficient replication of data across the two sites. The solution is envisioned to allow employees of the Authority to access the DR Site from anywhere with an internet connectivity. To provide effective and efficient support services that are essential for smooth operations for UFAA and to improve and enhance the work environment for the staff by availing data immediately, should fault occur at the primary site.

## **SECTION VI**

## **DESCRIPTION OF SERVICES**

### **Notes for preparing technical specifications**

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract

## **SECTION VII – SPECIFICATIONS FOR PROVISION OF DISASTER RECOVERY AND COLOCATION SERVICES**

### **1.1 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.

### **1.2 Background of the Assignment**

As part of our corporate ICT strategy, the Authority seeks to acquire disaster recovery services for its systems and data. The model of the services should be where the vendor will avail rack space and connectivity needed to set up the DR solution. The vendor will also offer Managed Services to both the Primary and DR sites to ensure complete and efficient replication of data across the two sites. The solution is envisioned to allow employees of the Authority to access the DR Site from anywhere with an internet connectivity. To provide effective and efficient support services that are essential for smooth operations for UFAA and to improve and enhance the work environment for the staff by availing data immediately, should fault occur at the primary site.

The current ICT infrastructure is as follows

Primary Site

- i. Two servers that are clustered and are running Vmware essentials plus kit. This servers hosts several applications including the Primary domain controller, Exchange server, File Server, MySQL Database server, Syslog server, Forti analyzer server, Patch server, Mobile accessibility service server
  - ii. Two servers clustered and are running Hyper-v and are hosting Ms Dynamics Server, SharePoint and MS SQL database
  - iii. One test Server running Vmware essentials
  - iv. EMC VNX e3200 storage unit
- Disaster recovery site
- i. One server running VMware essentials plus kit and hosting the backup domain controller
  - ii. EMC VNX e3200 storage unit

The replication between the two sites is currently being achieved through VNXe replication with an RPO of 1 hour

### 1.3 Scope of the project

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

- a) Provision of data center that should be properly secured and manned 24x7;
- b) Proper record keeping for all visitors at the data center evidence to be provided;
- c) Documentation of the Datacentre network infrastructure
- d) Provision of access to the datacentre for UFAA ICT Staff at all times whenever need arises;
- e) Service level agreement to define incident response and fault resolution timings;
- f) Where faults have been discovered, the provider to repair the malfunction;
- g) The service provider to provide a datacentre situated within reasonable distance away from the primary site;
- h) Ensure that the two environments (Primary and DR site) are able to replicate, test the replication between the two sites and provide reports;
- i) The data centre to be provided should meet the following minimum requirements:
  - i. A point-to-point VPN connectivity of 20Mbps on fibre and 10Mbps internet link ;
  - ii. 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;
  - iii. Have an automated access control system that is regularly maintained evidence of maintenance to be provided;
  - iv. Have a fire suppression system that is regularly maintained evidence of maintenance to be provided;
  - v. Have a flooding and moisture detection system that is well maintained evidence of maintenance to be provided;
  - vi. Have a well maintained air conditioning system evidence of maintenance to be provided;
  - vii. 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;

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

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

#### 1.4 Contract Duration

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.

#### 1.5 Payment Schedule

Payments will be made quarterly (25% per quarter) in equal instalments and within 30days of invoice approval.

#### 1.6 Evaluation Criteria

##### STAGE 1: Compliance with Mandatory/ Preliminary Requirements;

The Mandatory/Preliminary Requirements will be on a YES/NO basis and if a bidder fails in any of them, the firm will be disqualified from further evaluation.

Item	Mandatory Requirements (MR)	YES/NO
MR1	Valid copy of Registration Certificate/Certificate of Incorporation	
MR 2	Valid copy of tax Compliance Certificate	
MR 3	Confidential Business Questionnaire dully filled, signed & stamped in the format provided	
MR 4	Submission of original & copy of tender document properly <b>TAPE BOUND</b> and <b>PAGINATED in the correct sequence</b> and all pages <b>MUST</b> be initialed & stamped. <b>NB: Spiral binding and box files shall lead to disqualification</b>	
MR 5	Must complete a self-declaration that the bidder/person will not engage in any corrupt or fraudulent practices in the format provided	
MR 6	Original Tender Security of <b>Kenya Shillings 70,000.00</b> from a reputable bank in the form of a Banker's 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	
MR 7	Valid copy of CR12 form for companies or equivalent for sole proprietors issued by Registrar of companies/Business Registration Service showing the registered owners	
MR 8	Valid copy of Business Permit (County Government)	
MR 9	Must complete a self-declaration that the bidder/person is not debarred in the matter of public procurement in the format provided	

**NB: Failure to submit any of the above items listed as Mandatory Requirements, shall lead to automatic disqualification.**



## STAGE 2: Mandatory Technical Requirements

### TECHNICAL SPECIFICATIONS

No.	Item	Minimum Technical Specifications	Complied/ Not Complied	If complied, bidders MUST provide explanation of compliance with reference to the documentation provided in the proposal with the specific page number and section of the reference
<b>1.</b>	<b>Rack Space</b>			
	1. Provision of 24 U Rack Space			
<b>2.</b>	<b>Connectivity (Two (2) links between UFAA and the DR Site as follows :)</b>			
	1. 20 Mbps dedicated point to point Fiber link provisioned between UFAA and the disaster recovery site			
	2. 10 Mbps Internet link to connect to the servers			
<b>3.</b>	<b>Data Center architecture Infrastructure</b>			
	1. Must have tier 3 design (Provide evidence)			
	2. Must be carrier neutral and on site meet me room			
	3. Network providers on site with gateway access			
<b>4.</b>	<b>Security</b>			

	<ol style="list-style-type: none"> <li>1. Fenced defensible perimeter with guard-controlled entry.</li> <li>2. Digital video surveillance</li> <li>3. Customer defined access list and visitor tracking</li> <li>4. Biometric screening</li> <li>5. 24x7 forever on-site guard staff</li> <li>6. 24x7 customer access without delay</li> <li>7. Metal detector and man-trap access control</li> </ol>		
<b>5</b>	<b>Core Power</b>		
	<ol style="list-style-type: none"> <li>1. N+1 Grid power available to the facility</li> <li>2. Backup Generators on site</li> <li>3. UPS to ensure power continuity</li> </ol>		
<b>6</b>	<b>Cooling Infrastructure and fire equipment</b>		
	<ol style="list-style-type: none"> <li>1. Availability of HVAC equipment</li> <li>2. Availability of fire detection and suppression equipment</li> <li>3. Essential signage and fire exits</li> </ol>		
<b>7</b>	<b>Monitoring and control</b>		

1. Water and leak detection		
2. Fire alarm panels based on zones		
3. Alarm reports		
4. CCTV surveillance		
5. Maintenance conducted		
6. Humidity and Temperatures		
7. Quality of Service reports by Account manager		

NB//:

1. Failure to submit items listed as Technical Mandatory Requirements, shall lead to automatic disqualification.
2. Bidders MUST respond to ALL the requirements on a clause-by-clause basis (under the 'Bidder's response' column) stating clearly how they intend to meet the requirements against the minimum specifications. Responses to compliance of technical specifications in any other way other than clause by clause will be treated as NON-RESPONSIVE.

**STAGE 2: TECHNICAL EVALUATION- Capacity to Deliver the Service. 80%**

The technical proposal will be divided into the sections outlined below:

- **Section 1:** Capability of the firm, past performance and methodology (45%)
- **Section 2:** Technical Staff Competences (55%)

AREA	DESCRIPTION	SCORE
<b>1. CAPABILITY OF THE FIRM, PAST PERFORMANCE, METHODOLOGY (TOTAL SCORE=45%)</b>		
<b>CAPABILITY OF THE FIRM, PAST PERFORMANCE AND METHODOLOGY</b>	<b>Past experience</b>	15
	<ol style="list-style-type: none"> <li>1. Number of years in colocation and disaster recovery services (<b>attach evidence in form of LSOs/contracts awarded</b>) <ul style="list-style-type: none"> <li>• 5 or more LSOs/Contracts at <b>3 marks each</b></li> </ul> </li> <li>2. Provide reference letters from Government Ministries or state corporations or other firms to which the company has offered similar services in the last 5 years (<b>attach recommendation letters</b>) <ul style="list-style-type: none"> <li>• 5 or more clients with reference letters (10 Marks)</li> <li>• Others prorated at: <math display="block">\frac{\text{Number of Clients} \times 10}{5}</math></li> </ul> </li> </ol>	10
	<b>Methodology (5 marks each)</b>	20
	<ol style="list-style-type: none"> <li>1. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</li> </ol>	

AREA	DESCRIPTION	SCORE
	<ol style="list-style-type: none"> <li>2. Clear and concise project management plan/workplan with logical sequence of tasks and milestones</li> <li>3. Project organization chart with clear roles, responsibilities and reporting lines</li> <li>4. Service level agreement</li> </ol>	
<p><b>2. TECHNICAL STAFF COMPETENCES (TOTAL SCORE=30%)</b></p> <p>Attach the CVs accompanied by copies of Academic and specialization certificates for key personnel proposed for administration and execution of the contract</p> <p><b>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></p>		
<b>Project Manager</b>	<ol style="list-style-type: none"> <li>1. Masters in Project Management, Computer Science, Engineering, IT or related degree <b>(3mks)</b></li> <li>2. Minimum of 6 years' experience in Project Management <b>(3mks)</b></li> <li>3. Professional experience in managing implementation of scalable systems with competencies in system analysis and design, change management and IT in general. <b>Give a minimum of four (4) projects (3mks per Project Max.12mks)</b></li> <li>4. Evidenced knowledge of formal project management methodologies (Project Management Institute PMBOK or PRINCE2). The Project Manager should have a PMI or other equivalent project management certifications. <b>(2mks)</b></li> </ol>	20
<b>Technical staff (2)</b>	<ol style="list-style-type: none"> <li>1. B.SC/ in Computer Science, Engineering or related degree <b>(2mks)</b></li> <li>2. Minimum of 4 years' experience in systems and networking <b>(2mks)</b></li> <li>3. Professional experience in systems and networking <b>(Give a minimum of three (3) projects (3mks per project Max.9 mks)</b></li> <li>4. Evidenced knowledge and training in Networking or systems e.g. MCSE, CCNA or their equivalent <b>(2mks)</b></li> </ol>	30
Submit copy of a valid NSSF compliance certificate	<ol style="list-style-type: none"> <li>1. Provided =2 marks</li> <li>2. Not provided= 0marks</li> </ol>	2
Submit copy of a valid NHIF compliance certificate	<ol style="list-style-type: none"> <li>1. Provided= 3marks</li> <li>2. Not provide=0 marks</li> </ol>	3

**NB:**

3. Failure to submit items listed as Technical Mandatory Requirements, shall lead to automatic disqualification.
4. Bidders MUST respond to ALL the requirements on a clause-by-clause basis (under the 'Bidder's response' column) stating clearly how they intend to meet the requirements against

the minimum specifications. Responses to compliance of technical specifications in any other way other than clause by clause will be treated as NON-RESPONSIVE.

5. The pass mark for technical score shall be 75% of the total marks. All bidders who do not attain this minimum shall be disqualified from financial evaluation.
6. The bidder who will have passed the technical stage in 1 , 2 & 3 and has submitted the lowest bid price inclusive of taxes will be awarded the tender.

**NB:** The minimum aggregate score for all the scored criterion above required to pass is: 75% out of 100%. Bidders scoring below 75% shall not proceed to financial evaluation.

### **STAGE 3: The Financial Evaluation**

The Bidders who scores 75% and above will be deemed to be technically responsive and will proceed to financial evaluation. The Authority 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

### **Payments**

1. Payment shall be made in the currency specified in the contract.
2. Payments shall be made in Kenya shillings within thirty (30) days of presentation of Invoice supported by a certificate from the Unclaimed Financial Assets Authority declaring that the service has been delivered and that all other contracted services have been performed.

### **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 **14<sup>th</sup> January, 2021 at 5.00PM** that is, at least Seven (7) days prior to the closing date.

**NB: 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.**

### **Proposal Submission**

The completed documents in plain sealed envelopes bearing the tender/name, **"TENDER NO UFAA/DR/024/2020-21: PROVISION OF DISASTER RECOVERY COLOCATION 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 **Friday, 22<sup>nd</sup> January 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 VIII- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
  2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
  3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
  4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
- 
1. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION IX - 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



**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 \_\_\_\_\_

**PRICE SCHEDULE OF SERVICES**

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ . Page \_\_\_\_ of \_\_\_\_\_ .

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price/ Kshs	Total Price/ Kshs	Unit Price /Kshs of other incidental services payable
1.	Provision of Disaster Recovery Colocation Services	As per proposed project plan		A fee breakdown by project phase		
	<b>GRAND TOTAL</b> (Inclusive of all taxes)				<b>Ksh.</b>	

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

Stamp of tenderer.....

*Note: The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.*

## 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.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers .....</p> <p>Branch.....</p>			
<p>Part 2 (a) – Sole Proprietor</p>			
	Your name in full.....	Age.....	
	Nationality.....	Country of Origin.....	
	Citizenship details		
<p>Part 2 (b) – Partnership</p>			
	Given details of partners as follows		
	Name	Nationality	Citizenship details
	Shares		
	1. ....		
	2. ....		
	3. ....		
	4. ....		
<p>Part 2 (c) – Registered Company</p>			
	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.....	

## 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.

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[signature of the bank] *(Amend accordingly if provided by Insurance Company)*

**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 20

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

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

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

\_\_\_\_\_  
[date](Amend accordingly if provided by Insurance Company)

**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

**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



**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 & stamp 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.

**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

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

**FORM RB 1**

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

**R  
E  
P  
U  
B**

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. .

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

- 1.
- 2.

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**