



*...towards a prosperous future together*

**TENDER NO. ST/ICT/CDC/14/21**

**TENDER DOCUMENT FOR PROVISION OF COLOCATION SITE  
TO HOST DATA CENTER**

**Tender start Date:** *Tuesday 24<sup>th</sup> August, 2021*

**Tender Opening/Closing Time:** *Monday 6<sup>th</sup> September, 2021 at 12:00 Noon.*

***ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER  
DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID***

STIMA DT SACCO SOCIETY LTD  
STIMA SACCO PLAZA, MUSHEMBI ROAD, PARKLANDS  
P.O. BOX 75629-00200, NAIROBI,  
E-Mail: [tenders@stima-sacco.com](mailto:tenders@stima-sacco.com)  
Website: [www.Stima-sacco.com](http://www.Stima-sacco.com)

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## **SECTION I – INVITATION TO TENDER**

**DATE: 24<sup>TH</sup> AUGUST, 2021**

**TENDER NO. ST/ICT/CDC/14/21**

**TENDER NAME: PROVISION OF COLOCATION SITE TO HOST DATA CENTER**

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Stima DT Sacco society invites sealed tenders from interested and eligible companies for the provision of the above detailed services.

A complete set of tender document may be obtained by interested candidates from the from Procurement Office, Stima Investment Plaza I, 2nd Floor Mushembi road, during normal working hours from Monday to Friday (excluding any public or gazetted holiday) between 9.00 a.m. & 12.30 p.m. and 2.00 p.m. & 3.00 p.m.

The bid documents can also be downloaded free of charge from the Stima DT Sacco society website ([www.stima-sacco.com](http://www.stima-sacco.com)) free of charge .

All bidders will be required to email their name, email address, physical address and telephone contacts to [tenders@stima-sacco.com](mailto:tenders@stima-sacco.com) for the purposes of receiving any further tender clarifications and/or addendums if need be. The Email address to be used in this respect is [tenders@stima-sacco.com](mailto:tenders@stima-sacco.com).

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at Stima Sacco Plaza, Nairobi and be addressed to::

**Chief Executive Officer  
Stima DT Sacco Society Ltd  
P.O. BOX 75629-00200 Nairobi.**

so as to be received on or before *Monday 6<sup>th</sup> September, 2021 at 12:00 Noon.*

Bidders must submit a bid security of **KES 100,000.00** from a reputable bank or an insurance firm approved by the Public Procurement Regulatory Authority.

Technical proposals will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend the opening.

**CHIEF EXECUTIVE OFFICER  
STIMA DT SACCO SOCIETY LTD**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to 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 Stima Sacco Society's employees, committee members, board members and their relatives (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 Stima Sacco Society 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 the 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 Stima Sacco Society, 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
- 2.2.3 Stima Sacco Society 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 5 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Description of services to be offered
  - vi) Form of tender
  - vii) Price schedules
  - vii) Contract form

- viii) Mandatory Confidential Business Questionnaire Form
- ix) Performance security 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 Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify Stima Sacco Society by post, fax or by email at Stima Sacco Society's address indicated in the Invitation for tenders. Stima Sacco Society will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by Stima Sacco Society. Written copies of Stima Sacco response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 Stima Sacco Society 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.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%.

## **2.5 Amendment of Documents**

2.5.1 At any time prior to the deadline for submission of tenders, Stima Sacco Society, 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, Stima Sacco Society, 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 Stima Sacco Society, 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 tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **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.

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 Stima Sacco within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

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

2.11.1 Pursuant to paragraph 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 it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to Stima Sacco Society'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 0.5 – 2 per cent of the tender price. (Indicate Specific Amount)

2.12.3 The tender security is required to protect Stima Sacco against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form a **bank guarantee**.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by Stima Sacco Society as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 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

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

## **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Stima Sacco Society as non-responsive.

2.13.2 In exceptional circumstances, Stima Sacco Society 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 granting the request will not be required nor permitted to modify its tender.

## **2.14. Format and Signing of Tenders**

- 2.14.1 The tenderer shall prepare an original and a copy 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

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

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL TENDER**” and “**COPY OF TENDER**”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to Stima Sacco 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 6<sup>th</sup> September, 2021 at 12:00 Noon*)
- 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, Stima Sacco Society 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 Stima Sacco at the address specified under paragraph 2.15.2 not later than *Monday 6<sup>th</sup> September, 2021 at 12:00 Noon.*
- 2.16.2 Stima Sacco society may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of stima Sacco 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 the tender box shall be received by Stima Sacco Society 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 stima Sacco 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 stima Sacco may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 stima Sacco 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 stima Sacco will open all tenders in the presence of tenderers' representatives who choose to attend, **at 12:00 noon** and at the location specified in the invitation to tender. The tenderers' representatives present for the opening session 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 Privatization Commission, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 stima Sacco 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 Stima Sacco Society 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 of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence Stima Sacco Society in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 Stima Sacco Society will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 Stima Sacco Society 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 2.20, Stima Sacco Society 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. Stima Sacco Society'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 Stima Sacco Society and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

- 2.21.1 Where other currencies are used, Stima Sacco Society 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 Stima Sacco Society 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 Stima Sacco'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.**

Stima Sacco requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.

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 Stima Sacco Society**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact Stima Sacco Society 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 Stima Sacco Society 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, Stima Sacco 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 Stima Sacco 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 Stima Sacco 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 Stima Sacco 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 Stima Sacco 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 Stima Sacco's action. If Stima Sacco determines that none of the tenderers is responsive; Stima Sacco 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, Stima Sacco 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 Stima Sacco pursuant to clause 2.26. 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 2.27, Stima Sacco 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 Stima Sacco notifies the successful tenderer that its tender has been accepted, Stima Sacco 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 Stima Sacco.

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 Stima Sacco, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract and the Performance Security Form provided in the tender document, or in another form acceptable to Stima Sacco.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Stima Sacco may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 Stima Sacco 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 Stima Sacco 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 the procurement of insurance services shall complement, supplement, or amend, the provisions on 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.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1 Eligibility	<i>Registered qualified firms operating in Kenya</i>
2.6 Language of tender	<i>Tender shall be prepared and all correspondences to be in English</i>
2.10 Tender currencies	<i>Prices shall be in Kenya Shilling</i>
2.11 Tender eligibility and qualifications	<p><i>Particulars of eligibility and qualifications documents of evidence required.</i></p> <ul style="list-style-type: none"> <li><i>• Submission of two (2) sealed envelopes (separate technical and financial bids)</i></li> <li><i>• Submission of all the documentation and requirements as outlined in the <u>Schedule of Requirements on Section V</u> and as per the submission format prescribed.</i></li> <li><i>• Compliance to the evaluation criteria as specified on Section V of this document</i></li> </ul> <p><i>Any other requirement as stated in the terms of reference and any other section of the document</i></p>
2.12 Tender security	<i>Submission of <b>Original tender security</b> of kshs <b>100,000.00</b> in form of unconditional <b>bank guarantee</b> from a reputable bank registered in Kenya and regulated by the Central Bank valid for 120 days from the date of tender opening. (This must be in the format provided)</i>
2.16.3 Deadline for Submission of Tenders	<i>Bulky tenders which will not fit in the tender box shall be delivered and received at the Procurement Office.</i>
2.24 Award of contract	<i>Particulars of post – qualification if applicable. Stima Sacco may at its own discretion conduct a post-qualification exercise if it deems it necessary.</i>
2.27 Performance Security	<i>Particulars of performance security. The Performance Security shall be 10% of the</i>

	<i>Contract Value.</i>
2.19 Clarification of Tenders	<i>Clarifications to the tender shall be responded to for request received no later than 5 days to the tender closing date and request should be sent to <a href="mailto:procurement@stima-sacco.com">procurement@stima-sacco.com</a> and must be received at least 5 days prior to tender closure.</i>



**SECTION III**

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## **GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) “Stima Sacco” means Stima DT Sacco Society Limited.
- b) “The contract” means the agreement entered into between Stima Sacco 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.
- c) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- d) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to Stima Sacco under the Contract.
- e) “Stima Sacco” means the organization sourcing for the services under this Contract.
- f) “The contractor” means the individual or firm providing the services under this Contract.
- g) “GCC” means general conditions of contract contained in this section
- h) “SCC” means the special conditions of contract
- i) “Day” means calendar day

### **3.2. Application**

- 3.2.1 These General Conditions shall apply to the extent that they are not be superseded by provisions of other part of the contract

### **3.3. Standards**

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

### **3.4 Patent Right’s**

The tenderer shall indemnify Stima Sacco 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.

### **3.5 Performance Security**

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish Stima Sacco the performance security where applicable in the amount specified in SCC.

- 3.5.2 The proceeds of the performance security shall be payable to Stima Sacco as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Stima DT Sacco Society and shall be in the form of a **bank guarantee**.
- 3.5.4 The performance security will be discharged by Stima Sacco and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.6 Inspections and Tests**

- 3.6.1 Stima Sacco or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Stima Sacco shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 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 Stima Sacco.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services and the tenderer shall make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.6 Payment**

- 3.7.1 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

### **3.8 Prices**

- 3.8.1 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 Stima Sacco'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.

### **3.9 Assignment**

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

### **3.10 Termination for Default**

3.10.1 Stima Sacco 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 specified in the Contract, or within any extension thereof granted by Stima Sacco.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of Stima Sacco has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event Stima Sacco 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 Stima Sacco for any excess costs for such similar services.

### **3.11 Termination of insolvency**

Stima Sacco may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to Stima Sacco.

### **3.12 Termination for convenience**

3.12.1 Stima Sacco 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 Stima Sacco, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination Stima Sacco may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

3.13.1 Stima Sacco'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.

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

### **3.14 Governing Language**

3.14.1 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.

### **3.15 Force Majeure**

3.15.1 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.

### **3.16 Applicable Law.**

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

### **3.17 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

Special conditions of contract (SCC) 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.

<b>Reference of general conditions of contract</b>	<b>Special condition of contract</b>
3.5 Performance security	Performance security shall be at 10% of the Contract Price from a reputable commercial bank
3.8 Payment Terms and Conditions	Payment shall be effected upon receipt of certified invoices and confirmation that the services has been rendered and accepted as per the contract.
3.8 Prices	Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation
3.13 Resolution of disputes	Stima Sacco 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
3.14 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
Delivery	Delivery period shall be immediate upon receipt signing of contract

## SECTION V – SCHEDULE OF REQUIREMENTS

### STAGE 1: MANDATORY REQUIREMENTS

The following mandatory requirements must be met notwithstanding other requirements in the tender document: This stage shall be evaluated on a PASS/FAIL basis.

No.	MANDATORY REQUIREMENTS	PASS/FAIL
1.	<b>1</b> Original and <b>1</b> copy of Tender document which <b>MUST</b> be paginated/ serialized/Numbered sequentially on all pages including attachments from the beginning of the document to the end. This includes <b>ALL</b> the attachments submitted by the bidder and <b>ALL</b> the pages already paginated by Stima DT Sacco.	
2.	Submission of <b>technical proposal form</b> dully filled, signed and stamped and in the format provided.	
3.	Submission of a <b>sealed financial proposal envelope</b> , clearly labelled “ <b>financial proposal</b> ”	
4.	Submission of <b>Original tender security</b> of kshs <b>100,000.00</b> in form of unconditional <b>bank guarantee</b> from a reputable bank registered in Kenya and regulated by the Central Bank valid for 120 days from the date of tender opening. (This must be in the format provided)	
5.	Copies of the current CR12 valid for the last 12 months, where 1 or more of the shareholders is a company (beneficial ownership) the CR12 of the company shall be provided.	
6.	Copy of Certificate of Incorporation/Registration.	
7.	Submit brochures and catalogues for each item in the proposed solution	
8.	Submission of proof of valid accreditation by ICT Authority of Kenya	
9.	Submission of valid ‘Telecommunications Contractor’ certificate from Communications Authority of Kenya	
10.	Submission of Sample SLA (Service Level Agreement)	
11.	Copies of valid business permits	
12.	Submission of Valid Tax compliance certificate ( <b>Expired tax compliance certificates will not be accepted</b> )	
13.	Dully filled, signed and stamped Price Schedule form	
14.	Dully filled, signed and stamped form of Tender in the format provided	
15.	Dully filled, signed and stamped Confidential Business Questionnaire in the format provided (all parties of a joint venture must submit).	
16.	Dully filled, signed and stamped Self Declaration form SD1 in the format provided.	
17.	Dully filled, signed and stamped Self Declaration form SD2 in the format provided.	
18.	Certified copies of two years audited accounts (2018 & 2019).	

Bidder must comply with all the above requirements so as to proceed to the second stage of technical evaluation on capacity to deliver the contract.

## **STAGE 2: TECHNICAL EVALUATION**

<b>NO.</b>	<b>SCORING CRITERIA</b>	<b>MAX. SCORE</b>	<b>BIDDER SCORE</b>
1.	<b>Provide References</b> <b>Submit References of at least 4 financial firms where similar work was undertaken.</b> Tenderer shall demonstrate experience under Colocation Service Provision for financial firms. ( Banks, MFIs, Saccos)  Tenderers shall submit documents to demonstrate past experience and past performance of the tenderer of Four (4) undertakings of similar solution within the past five years (years 2016, 2017, 2018, 2019 and 2020) by way of LPO, contracts and Award letters. NB Documents submitted shall clearly indicate name of client, Colocation service commencement dates of the contracts, and names of contact persons (This will be verified)	40  10 Marks per reference (Client)	
2.	Compliance with Company profile requirements	10	
	Compliance with Data Center Requirements	10	
	Compliance with access control requirements	10	
	Compliance with network connectivity requirements	10	
	Compliance with HVAC equipment requirements	10	
	Compliance with core power requirements	10	
<b>Total Marks</b>		<b>100</b>	

*Bidders must score a minimum of 80 points to proceed to financial evaluation. Those who score less than 80 points will be declared non-responsive and will not be evaluated further.*

Tenderers who score less than the required pass will be automatically disqualified. Tenderers who pass the technical evaluation will be evaluated further

## **STAGE 3: FINANCIAL EVALUATION**

1. Submission of duly filled, signed and stamped Price Schedule form in the format provided
2. Submission of duly filled, signed and stamped form of Tender in the format provided.
3. The tender that is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

## **STAGE 4. DUE DILLIGENCE**

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



## **5.2 TERMS OF REFERENCE (SCHEDULE OF REQUIREMENTS) PROVISION OF COLOCATION SITE TO HOST DATA CENTER**

### **PAPER ON DATA CENTRE REQUIREMENTS**

#### **1. INTRODUCTION**

The Board and management of Stima Sacco Society Limited has adopted Data Centre collocation as a strategy of acquiring Data Centre services as opposed to building it its own from the ground up.

With Collocation, Stima Sacco will rent space for servers and other computing hardware from a service provider. The service provider at fee will provide the building, cooling, power, bandwidth, and physical security. The datacenter will also provide redundant or backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and various security devices. Space in the facility will be leased by the rack, cabinet, cage, or room. The Society will acquire its own servers, storage, and networking equipment.

The Society will lease Data Centre services from a service provider who meets upon the satisfaction of the minimum mandatory requirements listed below.

#### **2. DATA CENTRE (DC) SPECIFICATIONS**

The service provider at fee will provide the building, cooling, power, bandwidth management solution and physical security. The datacenter will also provide redundant or backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and various security devices. Space in the facility will be leased by the rack, cabinet, cage or room. The Society will acquire its own servers, storage and networking equipment.

The Society will lease Data Centre services from a service provider who meets upon the satisfaction of the minimum mandatory requirements listed in section 2 below

Must at the minimum conform to the internationally recognized TIER III Standards

1. Meets or exceeds all Tier 3 requirements.
2. Multiple independent distribution paths serving the IT equipment.
3. All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture.
4. Concurrently maintainable site infrastructure with expected availability of 99.982%

#### **Monitoring**

Unified Building Management System (BMS) logs all security and environmental data. Alarms and early warning message alert NOC agents on duty 24/7/365.

The DC should have adequate security checks the cabinets and cage area needs access control system and CCTV. The entrance and main aisle must be covered by CCTV which can recognize visitors clearly.

#### **Power supply and air condition requirement**

N+1 power is provided at the site with design provision for two manual commercial power ring feeds diversely routed.

The backup diesel oil for generators can support 24 hours continues running with full load and can supply more oil if necessary.

Dual feeds to each cabinet must come from different UPS group and PDUs and provide test report to verify that. Cabinet’s power feeds must be same phase. Each power feed should be labeled with upstream PDU’s information.

On Request, the service provider can Offer the end-to-end electrical diagram from electrical substation to PDU, including UPS, generator, power distribution unit.

Precision air condition system (N+1 redundancy), guarantee the temperature is between 21~25°C , humidity is between 45~65%。

**Carrier neutral connectivity**

The Data Centre should be carrier neutral with connectivity into and out of the building being offered by local or international carriers/ISP.

**Temporary Storage Area.**

The DC should have a temporary storage area to receive customer goods before they are deployed.

**Other Criteria: Checklist**

No	Company Profile	Yes	NO
1	<ol style="list-style-type: none"> <li>1. Company is publicly held, or venture backed.</li> <li>2. Company has audited financials from reputable auditing firm.</li> <li>3. Company has multiple data centers.</li> <li>4. Company has multiple service locations.</li> <li>5. Company can provide reference accounts.</li> <li>6. Core competency–designs, engineers, and delivers data center products and services.</li> <li>7. Company offers enterprise-grade “private cloud” Infrastructure as a Service.</li> <li>8. Company offers just-in-time data center capacity.</li> <li>9. Company can meet ultra-high security requirements.</li> <li>10. Company has Tier III Design Certification from a recognized authority (provide evidence)</li> </ol>		
2	<b>Data Centre Architecture/location</b>	<b>Yes</b>	<b>No</b>
	<ol style="list-style-type: none"> <li>1. Steel reinforced concrete walls</li> <li>2. Square footage available</li> <li>3. Number stories</li> <li>4. Distance from major highway/CBD</li> <li>5. On-site office space</li> <li>6. Burn-in/Staging center available</li> <li>7. Major delivery services available</li> <li>8. Easily accessible from airport/highway</li> <li>9. Secure storage</li> <li>10. Physical location of the Datacenter</li> </ol>		

<b>3</b>	<b>IS the Datacenter susceptible to the listed Environmental threats</b>	<b>Yes</b>	<b>No</b>
	<ol style="list-style-type: none"> <li>1. Earthquakes</li> <li>2. Flooding</li> <li>3. Blizzards/Hailstorms</li> <li>4. Located in flood plain.</li> <li>5. Located in flight path.</li> <li>6. Adjacent to highway with hazardous transportation</li> <li>7. Adjacent to railroad tracks</li> </ol>		
<b>4</b>	<b>CORE POWER</b>		
	<ol style="list-style-type: none"> <li>1. Total capacity available at data center (# MW)</li> <li>2. On-site substation</li> <li>3. If yes, is substation dedicated to provider's use?</li> <li>4. Diverse high voltage feeds from utility</li> <li>5. If yes, what is voltage and capacity (in kV/KVA)?</li> <li>6. backup generators on-site</li> <li>7. Total backup capacity currently available (# MW)</li> <li>8. gallons diesel fuel stored on-site.</li> <li>9. How long at full load? (# minutes)</li> <li>10. Proximity to diesel fuel filling station (miles)</li> <li>11. Battery backup capacity at load (minutes)</li> <li>12. Roll-up generator available on-site</li> <li>13. UPS currently available (# MW)</li> <li>14. Total UPS available at site (# MW)</li> <li>15. Diverse UPS manufacturers</li> <li>16. Diverse PDU manufacturers</li> <li>17. Power density across entire data center (Watts UPS/SF)</li> <li>18. Color-coded power cabling</li> <li>19. Overhead cabling</li> </ol>		
<b>5</b>	<b>ACCESS CONTROL</b>	<b>Comments</b>	
	<ol style="list-style-type: none"> <li>1. Fenced defensible perimeter.</li> <li>2. Traffic bollards/car traps</li> <li>3. Guard controlled gated entry.</li> <li>4. 24x7xForever on-site guard staff</li> <li>5. Digital video surveillance</li> <li>6. Customer defined access lists.</li> <li>7. Visitor tracking</li> <li>8. Biometric screening</li> <li>9. Mantraps</li> <li>10. Locking cabinets, cages, suites and modules</li> <li>11. Private access control systems allowed.</li> <li>12. 24x7xForever customer access without delay</li> </ol>		
<b>NETWORK CONNECTIVITY</b>		<b>Comments(yes/No)</b>	

	<ol style="list-style-type: none"><li>1. Cost of the cross-connects.</li><li>2. Carrier-neutral</li><li>3. On-site Meet-Me-Room</li><li>4. diverse fiber entry vaults</li><li>5. network providers on-site with gateway access</li><li>6. Enterprise-grade blended internet bandwidth w/minimum 10GB</li><li>7. connections to each provider</li><li>8. Private data transport between data centers</li><li>9. Dark fiber available</li><li>10. Wireless service available</li></ol>		

## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender** -The form of Tender must be completed by the tenderer and submitted with the tender and **enclosed in the financial envelope**. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** -The price schedule form must similarly be completed and submitted with the tender and **enclosed in the financial submission envelope**. It must also be duly signed by duly authorized representatives of the tenderer.
3. **Tender Security Form-** - This form must be completed as prescribed by the client and submitted with the tender and **enclosed in the technical submission envelope**.
4. **Mandatory Confidential Business Questionnaire Form** - This form must be completed as prescribed by the tenderer and submitted with the tender and **enclosed in the technical submission envelope**.
5. **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.
6. **Performance security Form** - The performance security form should not be completed by the tenderer 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 Privatization Commission.

**FORM OF TENDER**

Date \_\_\_\_\_

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

To:  
Chief Executive Officer  
Stima DT Sacco society  
P. O Box 75629- 00200  
Nairobi.

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer Provision of Colocation Site to Host Data Center for Stima Sacco in conformity with the said Tender document 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.

- 1. We undertake, if our Tender is accepted, to provide the Services in accordance with the services schedule specified in schedule of requirements.
- 2. 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 Stima DT Sacco society.
- 3. 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.
- 4. Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
- 5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

**PRICE SCHEDULE FORM**

DELIVERY TIME (DAYS).....

<b>NO.</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Colocation Services	3 Racks		
2	Breakdown of any other costs not mentioned above			
Sub Total				
16% VAT				
Grand Total				

DELIVERY TIME (DAYS).....

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE: \_\_\_\_\_

COMPANY'S RUBBER STAMP: \_\_\_\_\_

**TENDER SECURITY FORM (to be submitted with the technical bid)**

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]



**CONFIDENTIAL BUSINESS QUESTIONNAIRE (Must be filled by all applicants or Tenderers' who choose to participate in this tender and enclosed in the technical proposal submission envelope)**

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 style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

**PERFORMANCE SECURITY FORM**

To..... [Stima Sacco]

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]*

**SELF-DECLARATION FORMS**

**FORM SD1**

*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 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 here in above is true to the best of my knowledge, information and belief.

.....

(Title)

.....

(Signature)

.....

(Date)

Bidder Official Stamp

**FORM SD2**

***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 Stima DT Sacco*) 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 Stima DT Sacco*) which is Stima DT Sacco.
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 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 here in above is true to the best of my knowledge information and belief.

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

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