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TENDER DOCUMENT

FOR

SUPPLY, DELIVERY AND INSTALLATION OF NETAPP EQUIPMENT

TENDER NO. ST/ICT/NAE/02/21

TENDER CLOSING DATE - MONDAY 12TH APRIL 2021 AT 2:00 PM.

**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, KENYA.**

E-Mail: tenders@stima-sacco.com

Website: www.Stima-sacco.com

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SECTION I – INVITATION TO TENDER

DATE: 30TH MARCH, 2021

TENDER NO. ST/ICT/NAE/02/21

TENDER NAME: SUPPLY, DELIVERY AND INSTALLATION OF NETAPP EQUIPMENT

- 1.1 Stima DT Sacco invites sealed bids from all interested candidates for the **Supply, Delivery and Installation of Netapp Equipment**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents 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.**
- 1.3 A complete set of tender documents may be may downloaded from Stima DT Sacco society website (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.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or easily convertible foreign currency and shall remain valid for a period of **120 days** from the Closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender name and reference number and be deposited in the Tender Box at Ground Floor, Stima Sacco Plaza, Nairobi and be addressed to:

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

to be received on or before **Monday 12th April, 2020 at 2:00 PM.**

- 1.6 Clarifications and/or addendums shall be uploaded only on the Stima DT Sacco website and send to the official email addresses of the bidders who have registered. Bidders are advised to periodically, before the closing date, check the website for any clarifications and/or addendums.
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Stima Sacco board Room, Stima Sacco Plaza, Second floor.

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. This Invitation to tender is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. Stima DT Sacco employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Stima DT Sacco 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 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of tendering

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

2.4 Contents of tender documents

2.4.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to Tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.5 Clarification of Documents

2.5.1. A prospective candidate making inquiries of the tender document may notify Stima DT Sacco in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Stima DT Sacco 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 Stima DT Sacco. Written copies of the Stima DT Sacco 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"

2.5.2. Stima DT Sacco 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

2.6 Amendment of documents

2.6.1. At any time prior to the deadline for submission of tenders, Stima DT Sacco, 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.

2.6.2. 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.

2.6.3. In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, Stima DT Sacco, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of tender

2.7.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Stima DT Sacco, 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.

2.8 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 2.9, 2.10 and 2.11 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

2.9 Tender Forms

2.9.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be **120 days** from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications.

- 2.12.1 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 its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to Stima DT Sacco's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to Stima DT Sacco's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by Stima DT Sacco; and
 - (c) a clause-by-clause commentary on the Stima DT Sacco's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by Stima DT Sacco in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender,

provided that it demonstrates to Stima DT Sacco's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.14.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect Stima DT Sacco against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8
- 2.14.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a **bank guarantee**.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.2 will be rejected by Stima DT Sacco as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's 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 prescribed by Stima DT Sacco.
- 2.14.7 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.
- 2.14.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by Stima DT Sacco 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 2.9 or
 - (ii) to furnish performance security in accordance with paragraph 2.30
 - (c) If the tenderer rejects, correction of an error in the tender.

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by Stima DT Sacco, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Stima DT Sacco as non-responsive.
- 2.15.2 In exceptional circumstances, Stima DT Sacco 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 2.14 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.

2.16 Format and Signing of Tender

2.16.1 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.

2.16.2 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.

2.16.3 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.

2.17 Sealing and Marking of Tenders

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to Stima DT 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 12th April, 2020 at 2:00 PM.**”

2.17.3 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”. —

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, Stima DT Sacco will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by Stima DT Sacco at the address specified under paragraph 2.17.2 no later than **Monday 12th April, 2020 at 2:00 PM.**

2.18.2 Stima DT Sacco Society Ltd may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of Stima DT Sacco and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.18.3 Bulky tenders which will not fit in the tender box shall be received by Stima DT Sacco as provided for in the appendix.

2.19 Modification and withdrawal of tenders

2.19.1 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 DT Sacco prior to the deadline prescribed for the submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. 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.

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

2.19.4 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 2.14.8.

2.19.5 Stima DT Sacco may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 Stima DT 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.

2.20 Opening of Tenders

2.20.1 Stima DT Sacco will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Monday 12th April, 2020 at 2:00 PM.** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 Stima DT 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.

2.21 Clarification of tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders Stima DT Sacco 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.

2.21.2 Any effort by the tenderer to influence Stima DT Sacco in Stima DT Sacco'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.

2.22 Preliminary Examination

2.22.1 Stima DT Sacco 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.

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

2.22.3 Stima DT Sacco 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24, Stima DT Sacco 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 DT Sacco's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by Stima DT Sacco and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.23 Conversion to a single currency

2.23.1 Where other currencies are used, Stima DT Sacco 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.

2.24 Evaluation and comparison of tenders.

2.24.1 Stima DT Sacco will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 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 Preference

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

2.26. Contacting Stima DT Sacco

2.26.1 Subject to paragraph 2.21, no tenderer shall contact Stima DT Sacco on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence Stima DT Sacco in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the Tenderers tender.

2.27 Award of Contract

a) Post qualification

2.27.1 In the absence of pre-qualification, Stima DT 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.

2.27.2 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 2.12.3, as well as such other information as Stima DT Sacco deems necessary and appropriate.

2.27.3 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 DT 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

2.27.4 Stima DT Sacco will award the contract to the successful tenderer(s) 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.

(c) Procuring entity's Right to Vary quantities

2.27.5 Stima DT Sacco reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to Accept or Reject Any or All Tenders

2.27.6 Stima DT 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 Stima DT Sacco's action

2.28 Notification of award

- 2.28.1 Prior to the expiration of the period of tender validity, Stima DT Sacco will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Stima DT Sacco pursuant to clause 2.29. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, Stima DT Sacco will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.29 Signing of Contract

- 2.29.1 At the same time as Stima DT Sacco notifies the successful tenderer that its tender has been accepted, Stima DT Sacco will simultaneously inform the other Tenderers that their tenders have not been successful.
- 2.29.2 Within **fourteen (14) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Stima DT Sacco.
- 2.29.3 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.

2.30 Performance Security

- 2.30.1 Within **thirty (30) days** of the receipt of notification of award from Stima DT Sacco, 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 Stima DT Sacco.
- 2.30.2 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 Stima DT Sacco may make the award to the next lowest evaluated or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 Stima DT Sacco requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Stima DT Sacco, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive Stima DT Sacco of the benefits of free and open competition;

2.31.2 Stima DT 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.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	<i>Particulars of eligible tenderers</i> Firms offering Supply, Delivery and Installation of Netapp Equipment.
2.8	The Form of Tender must be filled, signed and stamped in the format provided
2.11	<i>Tender currencies allowed.</i> Price should be in Kenya shillings only.
2.12	Particulars of eligibility and qualifications documents of evidence required in the mandatory evaluation requirements.
2.14	Tender security required is KES. 100,000.00 in form of a bank guarantee from a reputable bank registered in Kenya and regulated by the Central Bank of Kenya.
2.15	Tenders shall remain valid for a period of 120 days from the date of opening
2.16	Bidders shall provide 1 “ORIGINAL” copy of the tender document clearly marked original and 1 other copy marked “ COPY ” all placed in one envelope and tender title and number and closing date clearly written on top of the envelope
2.18	Deadline for Submission of Tenders /Closing date shall Monday 12th April, 2020 at 2:00 PM.
2.18.3	Bulk tenders which will not fit in the tender box shall be received in the procurement office, Stima Investment plaza I, 2 nd floor and entered into a register.
2.3.2	Fee for tender document shall be Kshs.1,000/=or free when downloaded
2.27.4	The contract will be awarded to the lowest evaluated bidder.
2.30	Performance security of 10% of the contract price will be required from the winning bidder after the award of the tender

EVALUATION CRITERIA

Stima DT Sacco will consider the following criteria to evaluate the tenders.

Stage 1. Compliance to Mandatory requirements

Stage 2. Technical evaluation on capacity to deliver the contract.

Stage 3. Financial evaluation

Stage 4. Due Diligence

(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.	Documents to be submitted	PASS/FAIL
1.	1 Original and 1 copy of Tender document which MUST be paginated/ serialized/Numbered sequentially on all pages including attachments from the beginning of the document to the end. This includes ALL the attachments submitted by the bidder and ALL the pages already paginated by Stima DT Sacco.	
2.	Submit an original tender security of kshs 100,000.00 in form of unconditional bank guarantee from a reputable bank registered in Kenya and regulated by the Central Bank valid for 120 days from the date of tender opening	
3.	Confirmation of Directors (CR. 12) - This should be the one issued within three months to the tender closing date. OR Kenya Business Name Registration form (BN2) for sole proprietor or partnerships.	
4.	Copy of Certificate of Incorporation/Registration	
5.	Submission of Valid Tax compliance certificate (Expired tax compliance certificates will not be accepted)	
6.	Warranties and manufacturer's letter of authorization	
7.	Authorized Netapp reseller/partner (Provide a fully signed Manufacturers Authorization Form)	
8.	Dully filled, signed and stamped form of Tender	
9.	Dully filled, signed and stamped Confidential Business Questionnaire.	
10.	Dully filled, signed and stamped Self Declaration form	
11.	Certified copies of two years audited accounts (2018 & 2019)	

Important Note:

The tenderers who do not satisfy any of the above requirements shall be considered as non – responsive and will not be evaluated further.

(2) TECHNICAL EVALUATION CRITERIA

<u>No</u>	<u>Description</u>	<u>PASS/FAIL</u>
1.	Compliance with technical specifications 100 % compliance to Section v - Technical Specifications	
2.	NetApp certification Support Engineer with NetApp certification (NCDA or NCIE) and experience (Attach proof of certification)	
3.	Experience in installation of NetApp equipment particularly disk shelves. Attach a brief resume (of not more than 2 pages) of the Engineer doing the installation	
4.	Provide at least two references from firms where similar undertaking has been done in the last five years.	

Only bidders whose bids score exceeds 70% and above on technical evaluation will proceed to Financial Evaluation.

3) FINANCIAL EVALUATION

- a) Confirmation of and considering Price Schedule duly completed and signed.
- b) Checking that the Tenderer has quoted prices based on all costs including duties and taxes
- c) Conducting a financial comparison, including conversion of tender currencies into one common currency
- d) The Successful Tenderer shall be the one with the lowest evaluated price.

4) DUE DILIGENCE

The society may conduct due diligence to determine authenticity of the documents submitted with the relevant institutions. In the event that any document is not authentic, the bidder shall be disqualified from further evaluation.

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between Stima DT 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.
- (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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to Stima DT Sacco under the Contract.
- (d) “The Procuring entity” means Stima DT Sacco.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.
- (f) “Manufacturer **Authorized Reseller**” means any company which has received explicit mandate from the **Manufacturer** to act on its behalf for specified tasks with regard to the manufacturer’s obligations within Kenya including but not limited to selling and supporting it’s goods and services.

3.2 Application

These General Conditions shall apply in all Contracts made by Stima DT Sacco for the procurement installation and commissioning of equipment.

3.3 Country of Origin

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without Stima DT Sacco’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Stima DT Sacco in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.1 The tenderer shall not, without Stima DT Sacco’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.2 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of Stima DT Sacco and shall be returned (all copies) to Stima DT Sacco on completion of the Tenderer's performance under the Contract if so required by Stima DT Sacco.

3.6 Patent Right's

3.6.1 The tenderer shall indemnify Stima DT Sacco against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Stima DT Sacco's country

3.7 Performance Security

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

3.7.2 The proceeds of the performance security shall be payable to Stima DT Sacco as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Stima DT Sacco and shall be in the form of a **bank guarantee**.

3.7.4 The performance security will be discharged by Stima DT Sacco 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.

3.8 Inspections and Tests

3.8.1 Stima DT Sacco or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. Stima DT Sacco shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

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

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, Stima DT Sacco may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to Stima DT Sacco.

3.8.4 Stima DT Sacco's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been

inspected, tested and passed by Stima DT Sacco or its representative prior to the equipment delivery.

- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.2 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.3 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Stima DT Sacco in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

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

3.12 Payment

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

3.12.2 Payments shall be made promptly by Stima DT Sacco as specified in the contract

3.13 Prices

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

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

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

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

3.14 Assignment

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

3.15 Subcontracts

3.15.1 The tenderer shall notify Stima DT Sacco in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

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

3.16.2 In the event Stima DT Sacco terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to Stima DT Sacco for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of disputes

3.18.1 Stima DT 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.

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

3.19 Language and Law

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

3.20 Force Majeure

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

3.21 Warranty

3.21.1 Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.

3.21.2 This warranty will remain valid for the period indicated in the special conditions of contract after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.

3.21.3 Stima DT Sacco shall promptly notify the Contractor in writing of any claims arising under this Warranty

3.21.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to KPLC.

3.21.5 If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the 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	Particulars of Special conditions of contract
3.12 Terms of Payment	<p>The terms of payment shall be as follows:</p> <ul style="list-style-type: none"> i. 20% Shall be paid upon project kick-off, Blueprint document signed and delivery of the hardware required for the project ii. 60% Shall be paid after installation, commissioning and rollout of complete system at the 9 branches iii. 20% will be paid after the training has been carried out and upon submission of both soft and Hard copies of the system documentations. <p>NOTE: 10% shall be retained on every milestone and paid out 6 months after the project closure and sign off</p>
3.13 Prices Adjustment Clause	Price adjustments shall not be allowed for the first one year.
3.18 Resolution of disputes	In case of a dispute between the purchaser and the supplier and incase of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.19 Applicable law	Applicable law shall be Kenyan law
3.7 Performance security	A performance security of 10% of the total contract price in the form of a bank guarantee from a reputable commercial bank will be required from the winning bidder.
Warranty period	1 year
Support	An SLA for the support shall be put in place at the rate quoted by the bidder and shall commence immediately after project closure upon the date agreed upon by Stima DT Sacco and the bidder, with the rate remaining fixed for 2 years.

SECTION V - DESCRIPTION OF SERVICES

TECHNICAL SPECIFICATIONS

Introduction

Stima Sacco would like to engage NetApp equipment authorised dealers to procure additional NetApp storage controller and disk shelf. The supplier is expected to deliver, install and commission the said equipment. The supplier will be evaluated on the ability to deliver the genuine equipment in the shortest time possible and pricing. The supplier is also expected to give reference of an institution where NetApp equipment was delivered, installed and commission in the last 3 years.

NetApp Equipment Required

- Netapp-E2812 controller
- Disk Shelf-DS224c

See section IV below for detailed schedule of requirements.

Solution Implementation & Commissioning:

- Deployment and Integration of all supplied systems and components into the existing live environment. Alternatively, deployment and integration by OEM may be proposed with accompanying Statement of Works (SOW) originating from the OEM.

SCHEDULE OF REQUIREMENTS

	ITEM	SPECIFICATIONS
1	Netapp-E2812 controller	<ul style="list-style-type: none">• Running SANtricity OS• 2U -with total 12 drive shelves dual controller• 56TB usable storage expandable to 100TB• <u>Must support 10GB iScI and 16GB BFC.</u>
2	Disk Shelf-DS224c	<ul style="list-style-type: none">• Disk Shelf-DS224c• 1.8TB TB SAS Drives, quantity 24• Storage 35TB usable• Delivered with all the necessary cables

SECTION VI PRICE SCHEDULE OF REQUIREMENTS:

	ITEM	SPECIFICATIONS	QUANTITY	UNIT PRICE	TOTAL
1.	Netapp-E2812 controller	<ul style="list-style-type: none"> • Running SANtricity OS • 2U -with total 12 drive shelves dual controller • 56TB usable storage expandable to 100TB • Must support 10GB iScI and 16GB BFC. 	1		
2.	Disk Shelf	<ul style="list-style-type: none"> • Disk Shelf-DS224c • 1.8TB TB SAS Drives, quantity 24 • Storage 35TB usable • Delivered with all the necessary cables 	1		
	Sub total				
	16% VAT				
	GRAND TOTAL				

DELIVERY TIME (DAYS)_____

AUTHOSSED TENDERER’S NAME: _____

AUTHORISED TENDERER’S SIGNATURE: _____

COMPANY’S RUBBER STAMP: _____

SECTION VII STANDARD FORMS

1. Form of tender
2. Declaration Form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Contract form
7. Principal's or manufacturers authorization form

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 **Supply, Delivery and Installation of Netapp Equipment** 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.
2. We undertake, if our Tender is accepted, to provide the Services in accordance with the services schedule specified in schedule of requirements.
3. If our tender is accepted, we will obtain the tender guarantee in a sum equivalent topercent of the contract price for the due performance of the contract, in the form prescribed by Stima DT Sacco society.
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 Contract between us subject to the signing of the contract by both parties.
6. 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 _____

SELF DECLARATION FORM

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General																					
Business Name..... Location of Business Premises.....Plot No,Street/Road.....Postal addressTel No.Fax EmailNature of Business Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs..... Name of your bankers Branch																					
	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Name</th> <th style="width: 30%;">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.
Name	Nationality	Citizenship details	Shares																		
1.																		
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	<p style="text-align: center;">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 <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Name</th> <th style="width: 30%;">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.
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 “Stima DT Sacco”) in the sum of for which payment well and truly to be made to the said Stima DT Sacco, 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 Stima DT Sacco up to the above amount upon receipt of its first written demand, without Stima DT Sacco having to substantiate its demand, provided that in its demand Stima DT Sacco 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]

PERFORMANCE SECURITY FORM

To..... [Stima DT

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 21

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20___ between..... [Stima DT Sacco] of[Kenya](hereinafter called “StimaSacco”) of the one part and[name of tenderer] of[city and country of Tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS Stima DT Sacco invited tenders for certain Materials and spares. VI.....[brief description of materials and spa Ares] 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) Stima DT Sacco’s Notification of Award.
3. In consideration of the payments to be made by Stima DT Sacco to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Stima DT Sacco to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Stima DT Sacco 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 Stima DT Sacco)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____.

MANUFACTURER’S AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.