

YOU AND ME



UNAITAS SACCO SOCIETY

TENDER DOCUMENT

Supply, Installation, Commissioning Maintenance of Fire Detection & Control
Mechanism

FOR THE PERIOD 2017-2018

UNAITAS/FDC/001/2017-2018

UNAITAS/FDC/001/2017-2018
Supply, Installation, Commissioning Maintenance of Fire Detection & Control Mechanism

SECTION I. OPEN NATIONAL TENDER NOTICE

UNAITAS invites Bidders who are technically and financially capable to **Supply, installation, Commissioning maintenance of fire detection & Control Mechanism for the Proposed Data centre**. Tenders are open to all firms that are Manufacturers/Agents or Stock lists to bid and they are required to show authenticated evidence that they have recently satisfactorily carried out supplies similar to the ones proposed above. Only firms that demonstrate their previous experience will have their tender considered.

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Tenderers should submit a two-envelope bid marked "**ORIGINAL**" and "**COPY**" respectively as specified in the tender documents. **Technical and Financial proposals MUST be in separate envelopes.**

Tender documents with detailed Specifications and Conditions are obtainable from Unaitas website; <https://unaitas.com/Unaitas/tender> FREE-of-CHARGE.

Completed Tender Documents must be received by UNAITAS at the address below not later than **2.00 p.m.** on **Wednesday 5/04/2017** in plain sealed envelopes clearly marked with **Tender Number of the respective Tender** addressed to:

**The Accounting Officer,
UNAITAS SACCO Society,
P.O Box 38721 - 00100
Nairobi
"DO NOT OPEN BEFORE 2.00 P.M."**

Alternatively, the completed tenders may be deposited in respective Tender Box as per the respective closing date, located at entrance of **UNAITAS HQ, Cardinal Otunga Plaza on 2nd floor**. Any tender document deposited in the wrong tender box shall be disqualified and returned to the tenderer.

Prices shall be inclusive of all taxes and applicable duties, transport and other incidental expenses and **MUST** remain valid for 120 days from the date of opening.

Mandatory requirements are as shown below; these must be placed in a separate envelope marked “Mandatory Requirements” and sealed in the technical proposal envelope.

- i. Certificate of Incorporation/Registration
- ii. Manufacturer’s Authorization Form duly filled.
- iii. Valid KRA tax compliance certificate (for local firms).
- iv. Audited Financial Statements for the last 3 Years (evaluation will focus on financial health of the organization, based on profitability, statement of financial position, and cash flows)
- v. Tenderer’s Site Visit Certificate.
- vi. PIN Certificate
- vii. Single Business Permit (for local firms)
- viii. Warranty

Unaitas Sacco Society Limited reserves the right to confirm the authenticity of all documents submitted by Tenderers. Any attempt by bidders to misrepresent themselves by submitting documents that are not genuine will amount to disqualification.

REGISTRATION;

Immediately on downloading the tender document register your details with

procurement@unaitas.com for communication with regards to the tender, this is very important.

(a) 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 Invitation to Tender. Successful tenderers shall complete the supply of Fire Detection and Control Mechanism by the intended completion date specified.
- 2.1.2 UNAITAS entity's employees, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 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 UNAITAS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

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 UNAITAS, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set criteria shall be awarded the contract.

2.4 The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire

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 tenderer requiring any clarification of the tender document may notify UNAITAS in writing or by post at the entity's address indicated in the Invitation to Tender. UNAITAS 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 tenders, prescribed by UNAITAS. Written copies of UNAITAS entities response (including an explanation of The query but without identifying the source of inquiry) will be sent to all prospective Tenderers that have received the tender document.

2.5.2 UNAITAS 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, UNAITAS, 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and 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, UNAITAS, 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 exchange by the tenderer and UNAITAS, shall be written in English language, provided that 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 of Tender

2.8.1 The tender prepared by the tenderers 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 paragraph 2.2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form 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, make/brand, 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 90 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 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 UNAITAS 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 it's tender is accepted shall be established to UNAITAS 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 2.12 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 product samples, 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 UNAITAS; and
- (c) A clause-by-clause commentary on UNAITAS 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 UNAITAS 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 UNAITAS satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Validity of Tenders

2.14.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by UNAITAS, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by UNAITAS as non-responsive.

2.14.2 In exceptional circumstances, UNAITAS 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.

2.15 Format and Signing of Tender

2.15.1 UNAITAS shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," and a CD as appropriate. In the event of any discrepancy between them, the original shall govern.

2.15.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.15.3 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." And a rewritable CD for analysis purposes. The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

2.17.3 (a) be addressed to UNAITAS at the following address

**The Accounting Officer,
UNAITAS SACCO Society,
P.O Box 38721 - 00100
Nairobi**

(b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," 05/04/2017 at 2.00 p.m.

2.17.4 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”.

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

2.18 Deadline for Submission of Tenders

Tenders must be received by UNAITAS at the address specified under paragraph 2.17.2 no later than **05/04/2017 at 2.00 p.m.** UNAITAS 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 UNAITAS and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

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 tenders, is received by the Procuring prior to the deadline prescribed for 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, telex 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 2.14.7

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

2.19.6 UNAITAS 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 UNAITAS will open all tenders in the presence of tenderers' representatives who choose to attend, at **2.00 p.m.** at UNAITAS HQ, 2nd Floor at Cardinal Otunga Plaza, Board Room.

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 UNAITAS, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 UNAITAS will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders UNAITAS 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.

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

2.22 Preliminary Examination

2.22.1 UNAITAS 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.

2.22.2 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 UNAITAS entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 UNAITAS 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. UNAIATS 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 UNAITAS and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, UNAIATS will convert these 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 UNAITAS 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 Contacting UNAITAS

2.25.1 Subject to paragraph 2.21 no tenderer shall contact UNAITAS on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence UNAITAS in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) Post-qualification

- 2.26.1 In the absence of pre-qualification, UNAITAS 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.
- 2.26.2 The determination will take into account the tenderer financial, technical, and production 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 UNAITAS deems necessary and appropriate.
- 2.26.3 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 UNAITAS will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.26.4 UNAITAS 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) UNAITAS's Right to Vary quantities

- 2.26.5 UNAITAS 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) UNAITAS Right to Accept or Reject Any or All Tenders

- 2.26.6 UNAITAS 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 UNAITAS action.

Notification of Award

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

2.26.8 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.27 Signing of Contract

2.27.1 At the same time as UNAITAS notifies the successful tenderer that its tender has been accepted, UNAITAS will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.27.2 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.

2.27.3 After fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to UNAITAS.

2.28 Corrupt or Fraudulent Practices

2.28.1 UNAITAS requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts In pursuance of this policy ,UNAITAS defines, for the purpose of this provision following terms as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of UNAITAS 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 UNAITAS, 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 UNAITAS of the benefits of free and open competition;

2.28.2 UNAITAS 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 regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 REFERENCE	PARTICULARS OF TENDERS	APPENDIX TO INSTRUCTIONS TO TENDERERS
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|--------|---|--|
| 2.11.1 | Currency
Any price quoted in foreign currency will be converted to Ksh. at the mean rate of the central bank of Kenya ruling on the closing date of tender. | |
| 2.27.5 | Varying of Quantities
UNAITAS reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements by 10%. | |
| 2.27.4 | Right to award Contract:-

UNAITAS reserves the right to award the contract in whole or in part without any change in the Unit price. | |
| 2.31 | Sourcing of Information:-
The tenderer shall obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. | |

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 UNAITAS 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 CCTV and Access Controls which the tenderer are required to supply to UNAITAS under the Contract.
- (d) “UNAITAS” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer’ means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by UNAITAS for the procurement of goods.

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 Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without UNAITAS 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 UNAITAS in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without UNAITAS prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

3.6 Patent Rights

3.6.1 The tenderer shall indemnify UNAITAS 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 UNAITAS country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to UNAITAS the performance security in the amount specified in Special Conditions of Contract.

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

3.8 Inspection and Tests

3.8.1 UNAITAS or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. UNAITAS 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 UNAITAS.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, UNAITAS 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 UNAITAS.

3.8.4 UNAITAS 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 UNAIATS 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**

3.9.1 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.

3.9.2 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 UNAITAS 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 UNAITAS 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) Where contract price variation is allowed, index mechanism to adjust prices will be based on Relevant public information Cost Price Index CPI, Inflation, exchange rate and prevailing market Prices).

3.13.3 Price variation request shall be processed by UNAIATS 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 UNAITAS prior written consent.

3.15 Subcontracts

3.15.1 The tenderer shall notify UNAITAS 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 UNAITAS 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 periods) specified in the Contract, or within any extension thereof granted by UNAITAS.

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment UNAITAS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event UNAITAS 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 UNAITAS 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, UNAITAS 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 UNAITAS and the tenderer shall make every effort to resolve amicably by direct informal negotiation and 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 adjudication in an agreed national or international forum, and/or international arbitration.

Language and Law

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

3.19 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC Herein shall prevail over these in the GCC.

4.2 Payment Terms

The method and conditions of payment to the tenderer under this contract shall be as Follows:

- (i) payment for the Goods shall be made in Kenya shillings
- (ii) there shall be no advance payment under this contract
- (iii) payments will be made by UNAITAS, within ninety (30) days after Submission of an invoice and a statement or claim by the tenderer

4.3 Prices

- a) Index mechanism to adjust prices will be based on relevant public information Cost
 - a. Price
 - b. Index CPI, Inflation, exchange rate and prevailing market Prices).
 - c. Unit price quoted shall be inclusive of all other charges incidental to the delivery of
 - d. Goods to our stores.
- b) In case of discrepancy between unit price and total price, the unit price shall
- c) In case of discrepancy between prices on the tender documents and the re-writable CD, the price on the original document shall prevail.

4.4 Delivery of Goods

- a. Delivery of the goods shall be made by the tenderer to the UNAITAS's store and in
- b. accordance with the time schedule prescribed by UNAITAS in the Local Purchase Orders
- c. If at any time during the performance of the Contract, the tenderer should
 - i. encounter conditions impeding timely delivery of the Goods, the tenderer shall
 - ii. promptly notify UNAITAS in writing of the fact of the delay, its likely duration and
 - iii. its causes. On receipt of the tenderer's notice, UNAITAS shall evaluate the situation and may at its discretion extend the tender's time for delivery with

or without liquidated damages, in which case the extension shall be ratified by UNAITAS by amendment of the Local Purchase Order.

- d. However, in the event that such delayance leads UNAITAS to procure the same items from other sources the tenderer shall be liable to UNAITAS for any excess cost incurred for such similar goods and refusal by the tenderer shall lead to termination.
- e. Except as provided under the General Conditions of contract, a delay by the tenderer in the performance of its delivery obligations shall render the tenderer liable to the imposition of liquidated damages unless an extension of time is agreed upon.
- f. Upon delivery of the Goods, the tenderer shall notify UNAITAS and forward the following documents to UNAITAS:
 - (i) Copies of the supplier invoice showing Goods description, quantity, unit price, total amount and Local Purchase Order number (LPO).
 - (ii) Delivery note giving details as (a) above.
 - (iii) Certificate of Origin. (where applicable)

UNAITAS with the arrival of the Goods shall receive the above documents, and if not received, the Goods will be rejected and the tenderer will be responsible for any consequent expenses.

4.5 Availability of goods

The tenderer shall carry sufficient inventories to assure ex-stock supply of the Goods tendered for they must undertake to hold ex-stock a quarter of tender quantity at any time during the contract period. The items shall be supplied as promptly as possible and within the period specified on the Local Purchase Orders.

4.6 Standards

- (i) The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the Contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall have no defects, arising from design, materials or workmanship (except when the design and/or material is required by the UNAITAS's specification) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in UNAITAS.
- (ii) If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part. the supplier shall either:

- (a) make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of UNAITAS, or
- (b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs

4.7 Ownership Transfer:-

Ownership of the goods is transferred to UNAITAS after acceptance of quality of the goods. If the goods are rejected they shall be collected as promptly as possible as but not later than 7 days failure to which demurrages charges shall accrue at rate of 2% of the total value and be disposed after 21 days at suppliers cost.

4. Breach of Previous Contract

Tenderers who defaulted on the previous year 2015 / 2016 UNAITAS supplies contracts shall not be considered for the particular products/service they defaulted on and failed to deliver.

- 4.9 The Tenderers shall submit a statement confirming that they have not been debarred From supplying goods to other institutions.

4.10 Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

4.11 Sample Submission

Sample submission form should be filled in duplicate, original to accompany samples & copy attached to tender document.

4.12 Appraisal

A manufacturer, who is not known by UNAITAS or is not well recognized by the International community must provide evidence of certification by a recognized authority.

- 4.13 UNAITAS may request for a certificate of analysis on time of delivery where necessary.
- 4.14 The successful tenderer will also be required to provide UNAITAS with access to its manufacturing and Warehouse facilities to inspect its facilities, quality control procedures for raw materials, test methods, in process tests, and finished dosage forms.
- 4.15 UNAITAS has the right to suspend or delete from the tender list any item de-register PPB, withdrawn from the market and or suspected to have caused documented Adverse Drug Reaction (ADR)
- 4.16 **Branding /Labeling of products**
Once awarded the tender, supplier shall deliver all products labeled or branded

“UNAITAS NOT FOR SALE”

FIRE SUPPRSSION SYSTEM SPECIFICATIONS

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1. Technical Requirements

1.1. Fire prevention and Suppression System

Fire can have disastrous consequences and affect operations of a Data Center. The early-detection of fire and employing means for automatic suppression of the fire is important for effective functioning of a Data Center.

1.2. System Description

The Fire alarm system shall be an automatic 1 ton (e.g. 24) zone single loop addressable fire detection and alarm system, utilizing conventional detection and alarm sounders.

Detection shall be by means of automatic heat and smoke detectors located throughout the Data Center (ceiling, false floor and other appropriate areas where fire can take place) with break glass units on escape routes and exits.

An effective fire alarm system is proposed for the Data Centre in accordance with the Fire Suppression System. The system deploys both detection and alarm.

The detectors will be capable of sensing fire, smoke and heat. These detectors are therefore placed in suitable areas depending upon the placement of the electrical & electronic equipment within the data Centre. The entire data Centre area i.e. the roof void, room void and the floor void have been taken into consideration.

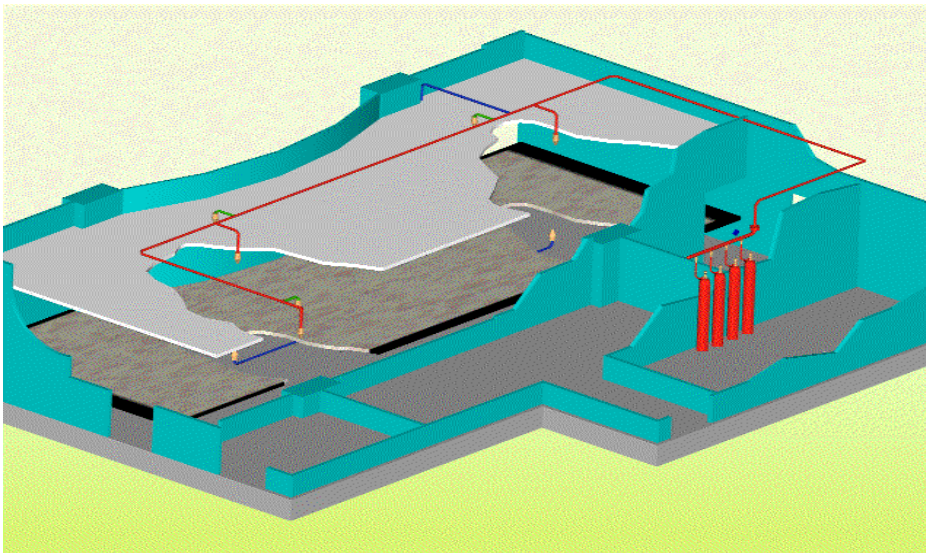
Owing to the high sensitivity of the detectors and on automatic synchronization with the Fire Suppression System, it is highly advised to implement strict policies from the moment of activation in order to avoid false alarm triggering.

The main Components of Fire Alarm System are:

- A. Fire & Smoke detectors
- B. Heat detectors
- C. Response Indicator
- D. Manual Call Point (MCP)
- E. External Hooter
- F. Control Panel
- G. FRLS Cables & related accessories

Fire detection system will be by means of Automatic heat & smoke detectors with electrical sounders throughout the Data Centre. It will be provided to all the Zones of the Data Centre (Including Server Farm Area, BMS, NOC, Power room, staging area. Electronic sounders with adjustable sound outputs will be placed at multiple locations to alarm in case of emergency. Sufficient number of detectors will be planned to meet the requirement.

Fire Detection Layout Diagram



1.3. Fire Suppression System

The Clean Agent Fire Suppression system cylinder, CCOE, approved seamless cylinders, discharge hose, fire detectors and panels and all other accessories required to provide a complete operational system meeting applicable requirements of NFPA 2001 Clean Agent Fire Extinguishing Systems, NFPA 70 National Electric Code, NFPA 72 National Fire Alarm Code or ISO standards must be

considered to ensure proper performance as a system with UL/FM approvals and installed in compliance with all applicable requirements of the local codes and standards.

The Clean Agent system considered for Total flooding application shall be in compliance with the provisions of Kyoto Protocol.

Care should be taken that none of the Greenhouse Gases identified in the Kyoto Protocol is used for fire suppression application.

The minimum criterion for the selection of the Clean Agent will be on the following parameters

- Zero Ozone Depleting Potential.
- Global Warming Potential not exceeding one.
- Atmospheric Lifetime not exceeding one week.

The clean agent fire suppression system with FK-5-1-12 and Inert Gas based systems are accepted as a replacement of HCFC and HFC as per Kyoto Protocol.

The Clean Agent considered for the suppression system must be suitable for manned areas with NOAEL Level (No observable adverse effect level) of 10% as compared to the design concentration to ensure high safety margin for the human who might be present in the hazard area.

The minimum design standards shall be as per NFPA 2001, 2004 edition or latest revisions.

Care shall be given to ensure proper early warning detection system with minimum sensitivity of 0.03% per foot obscuration as per NFPA 318 & NFPA 72 to ensure that one gets a very early warning to investigate the incipient fire much before the other detectors activate the fire suppression system automatically.

All system components furnished and installed shall be warranted against defects in design, materials and workmanship for the full warranty period which is standard with the manufacturer, but in no case less than five (5) years from the date of system acceptance

Additionally, Portable Extinguishers (CO₂ or Halon based extinguishers are not acceptable) shall be placed at strategic stations throughout the Data Centre.

OR

Fire suppression system shall deploy FM-200 (ETG-5) or Equivalent Clean Agent Fire Suppression system with cross-zoned detector systems for all locations. These detectors should be arranged in a manner that they activate the suppression system zone wise to cater to only the affected area.

Illuminated signs indicating the location of the extinguisher shall be placed high enough to be seen over tall cabinets & racks across the room. Linear heat detection cable should be placed along all wire pathways in the ceiling. This should not directly trigger the suppression system—rather; it should prompt the control system to sound an alarm

The OEM (/ Tenderer) shall give a Certificate stating that their FM-200 system is approved by UL/FM/VdS/LPC/CNPP for use with seamless steel cylinders.

The OEM (/ Tenderer) shall also provide a letter that the OEM has FM-200 or Equivalent Clean Agent Fire Suppression system Flow Calculation software suitable for seamless steel cylinder bided for as per the Bill of materials and that such Software shall be type approved by FM / UL / VdS / LPC.

The Storage Container offered shall be of Seamless type, meant for exclusive use in FM- 200 Clean Gas systems, with VdS/FM/UL/LPC/CNPP component approval. Welded cylinders are not permitted.

The seamless storage cylinder shall be approved by appropriate authority. Documentary evidence shall be provided for earlier imports done by the bidder.

The FM-200 valve or Equivalent should be Differential Pressure Design and shall not require an Explosive / Detonation type Consumable Device to operate it.

The FM-200 Valve operating actuators shall be of Electric (Solenoid) type, and it should be capable of resetting manually. The Valve should be capable of being functionally tested for periodic servicing requirements and without any need to replace consumable parts.

The individual FM-200 bank shall also be fitted with a manual mechanism operating facility that should provide actuation in case of electric failure.

The system flow calculation is to be carried out on certified software, suitable for the Seamless Steel Cylinder being offered for this project. Such system flow calculations shall be also approved by VdS / LPC/ UL / FM.

The system shall utilize 42 Bar / High pressure (600 psi) technology that allows for a higher capacity to overcome frictional losses and allow for higher distances of the agent flow; and also allow for better agent penetration in enclosed electronic equipment such as Server Racks/ Electrical Panels etc.

The designer shall consider and address possible Fire hazards within the protected volume at the design stage. The delivery of the FM-200 system shall provide for the highest degree of protection and minimum extinguishing time. The design shall be strictly as per NFPA standard NFPA 2001.

The suppression system shall provide for high-speed release of FM-200 based on the concept of total Flooding protection for enclosed areas. A Uniform extinguishing concentration shall be 7% (v/v) of FM-200 for 21 degree Celsius or higher as recommended by the manufacturer.

The system discharge time shall be 10 seconds or less, in accordance with NFPA standard 2001.

Sub floor and the ceiling void to be included in the protected volume.

The FM-200 systems to be supplied by the bidder must satisfy the various and all requirements of the Client having Jurisdiction over the location of the protected area and must be in accordance with the OEM's product design criteria.

The detection and control system that shall be used to trigger the FM-200 suppression shall employ cross zoning of photoelectric and ionization smoke detectors. A single detector in one zone activated, shall cause in alarm signal to be generated. Another detector in the second zone activated, shall generate a pre-discharge signal and start the pre-discharge condition.

The discharge nozzles shall be located in the protected volume in compliance to the limitation with regard to the spacing, floor and ceiling covering etc. The nozzle locations shall be such that the uniform design concentration will be established in all parts of the protected volumes. The final number of the discharge nozzles shall be according to the OEM's certified software, which shall also be approved by third party inspection and certified such as UL / FM / VdS / LPC.

The Cylinder shall be equipped with differential pressure valves and no replacement parts shall be necessary to recharge the FM-200 containers.

FM-200 shall be discharged through the operation of an Electric (solenoid) operated device or pneumatically operated device, which releases the agent through a differential pressure valve.

The bidder shall provide all documentation such as Cylinder Manufacturing Certificates (Test and Inspection Certificates and Fill Density Certificates).

The FM-200 discharge shall be activated by an output directly from the 'FM- 200' Gas Release control panel, which will activate the solenoid valve. FM- 200 agent is stored in the container as a liquid. To aid release and more effective distribution, the container shall be super pressurized to 600 psi (g) at 21°C with dry Nitrogen.

The releasing device shall be easily removable from the cylinder without emptying the cylinder. While removing from cylinder, the releasing device shall be capable of being operated, with no replacement of parts required after this operation.

Upon discharge of the system, no parts shall require replacement other than gasket, lubricants, and the FM-200 agent. Systems requiring replacement of disks, squibs, or any other parts that add to the recharge cost will not be acceptable.

The manual release device fitted on the FM-200 Cylinder(s) shall be of a manual lever type and a faceplate with clear instruction of how to mechanically activate the system. In all cases, FM-200 cylinders shall be fitted with a manual mechanical operating facility that requires two-action actuation to prevent accidental actuation.

FM-200 storage cylinder valve shall be provided with a safety rupture disc. An increase in internal pressure due to high temperature shall rupture the safety disc and allow the content to vent before the rupture pressure of the container is reached. The # contents shall not be vented through the discharge piping and nozzles.

FM-200 containers shall be equipped with a pressure gauge to display internal pressure.

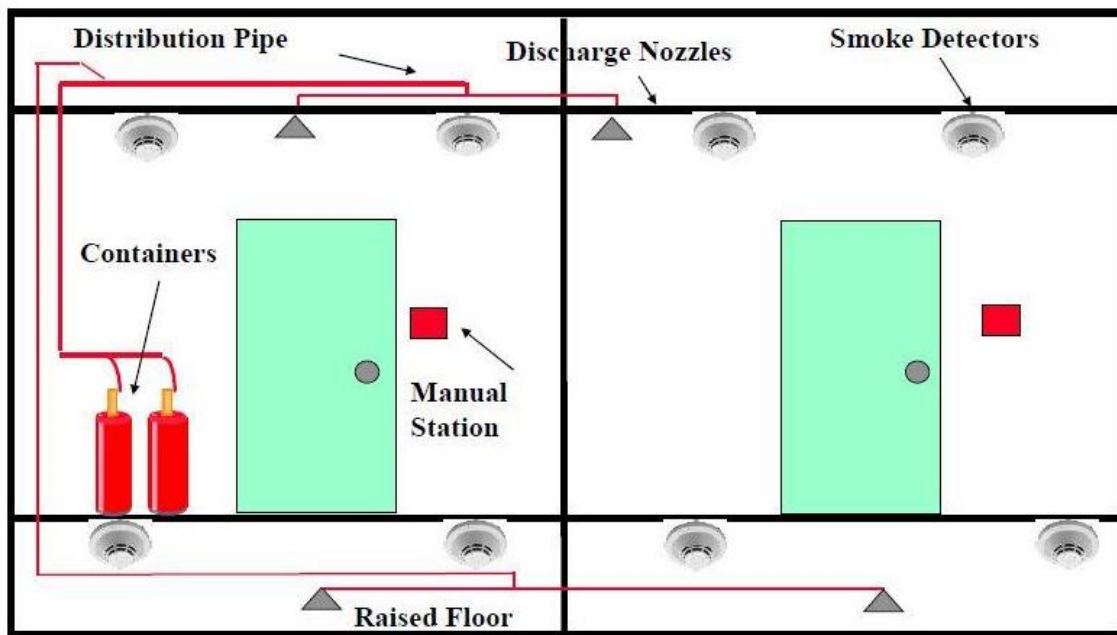
Brass Discharge nozzles shall be used to disperse the 'FM-200'. The nozzles shall be brass with female threads and available in sizes as advised by the OEM system manufacturer. Each size shall come in two styles: 180° and 360° dispersion patterns.

All the Major components of the FM-200 system such as the Cylinder, Valves and releasing devices, nozzles and all accessories shall be supplied by one single manufacturer under the same brand name.

Manual Gas Discharge stations and Manual Abort Stations, in conformance to the requirements put forth in NFPA 2001 shall be provided.

Release of FM-200 agent shall be accomplished by an electrical output from the FM- 200 Gas Release Panel to the solenoid valve and shall be in accordance with the requirements set forth in the current edition of the National Fire Protection Association Standard 2001.

FIRE SUPPRESSION SYSTEM



1.4. CONTROL PANEL

- a) The control panel will be an AUTOPULSE releasing panel
- b) The detection control system and its components will be UL listed and FM approved for use as a local fire alarm system with releasing device service.
- c) The control system will perform all functions necessary to operate the system detection, actuation, and auxiliary functions.
- d) The control system will include battery standby power to support 24 hours in standby and 5 minutes in alarm.

1.5. DETECTORS

The detectors are spaced and installed in accordance with the manufacturer's specifications and the guidelines of NFPA 72.

1.6. MANUAL RELEASE (Electric)

The electric manual release is dual action device which provides a means of manually discharging the suppression system when used in conjunction with the detection system. The manual release or manual pull station is a dual action device requiring two distinct operations to initiate a system actuation. Manual actuation will bypass the time delay and abort functions and shall cause all release and shutdown devices to operate in the same manner as if the system had operated automatically. Manual release will be located at each exit from the protected hazard.

1.7. AUDIBLE and VISUAL ALARMS

Alarm audible and visual signal devices shall operate from the control panel.

A strobe device shall be placed outside, and above, each exit door from the protected space. Provide an advisory sign at each light location.

Multi-layer Fire suppression system with the clean agent adhering to tender specification for the Data Centre is suggested and it is exclusively for the "Server farm area". (Provision for installation of the system in Power room is optional)

1.8. Very Early Smoke Detection Apparatus (VESDA) System

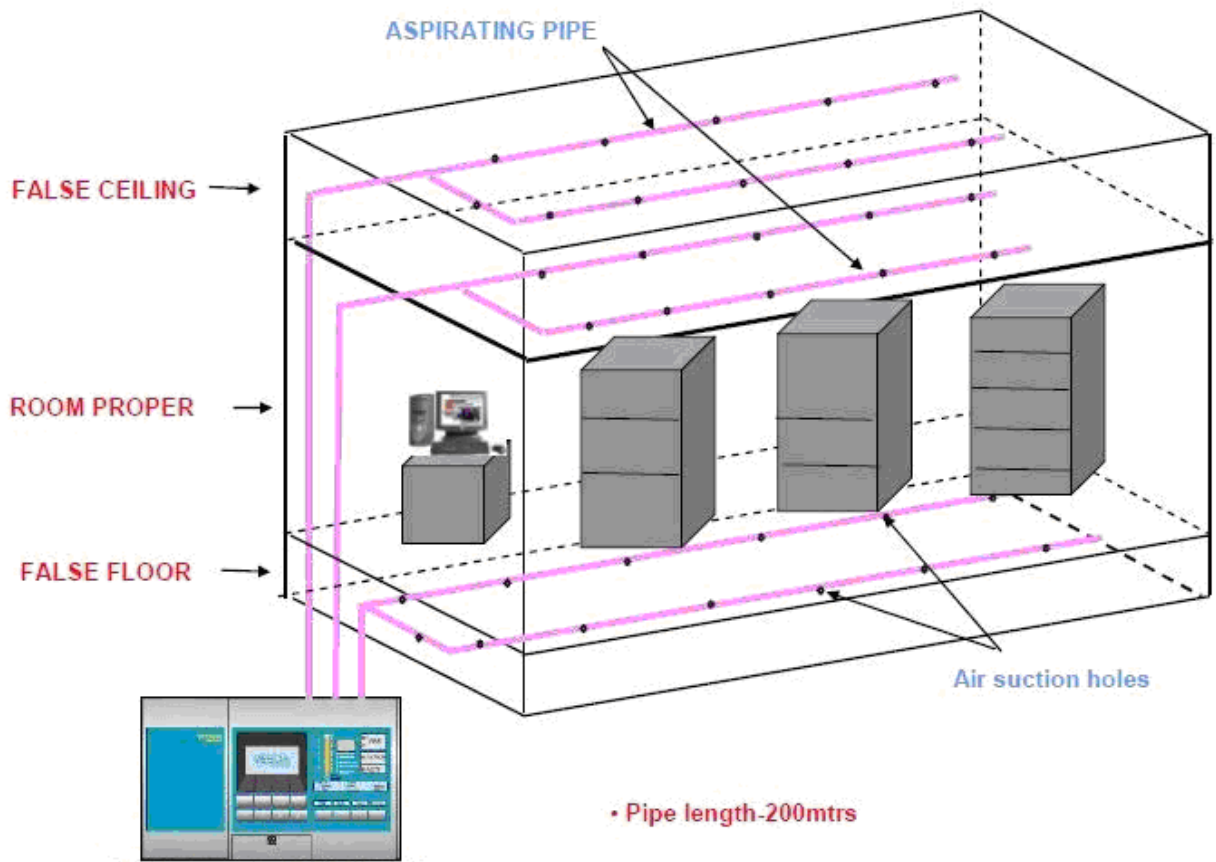
An early warning system for smoke shall be installed to work in conjunction with the fire detection & suppression system. The VESDA system shall

- i. Continually draw air into a pipe network attached to a detector unit.
- ii. Pass the air through a dual stage filter to remove dirt.
- iii. Send the clean air to a laser detection chamber for smoke detection.

- iv. Measure the light scatter caused by any smoke.
- v. Process the detector signal and present the smoke level graphically.
- vi. Communicate the information to a fire alarm control panel through relay/ input module, a software management system or a building management system.

1.8.1. ESDA Features

- I. Ultrasonic Airflow Sensing
- II. Laser-Based Absolute Smoke Detection
- III. Pre-engineered pipe network designs
- IV. Programmable Alarm Thresholds
- V. Clean air barrier optics protection
- VI. Instant Recognition Display
- VII. Instant Fault Finder
- VIII. Auto Learn Smoke
- IX. Auto Learn Flow
- X. Field Service Access Door
- XI. Multiple Event Logging in separate logs
- XII. Event log - up to 18000 events
- XIII. Offline/online configuration capability



FORMAT OF PRESENTATION OF DOCUMENTS

1. The “ORIGINAL TENDER” and “COPY OF TENDER” documents must be securely bound.
No loose documents or papers will be accepted and CD copy.
2. The “ORIGINAL TENDER” and “COPY OF TENDER” documents to be submitted
Shall contain information detailed in section 4 below.
3. The “ORIGINAL Schedule of Prices” and the “COPY Schedule of prices” should be submitted in separate envelopes as detailed under clause 2.16.1 of section II of instructions to tenderers.
4. Bidders should organize their tender documents as follows.

Section	Document
1	Tender form duly signed
2	Copy of bidder’s Tax Compliance Certificate/Exemption certificate
3	Copy of Bidder’s Certificate of incorporation/Evidence of registration
4	Duly Completed business questionnaire

All documents indicated above and all other technical documents required to qualify for the tender participation should be submitted together with the bid on or before the closing date. Any bid not accompanied by the documents shall be rejected as non-responsive.

EVALUATION CRITERIA

1. Mandatory Requirements

- ix. Certificate of Incorporation/Registration
- x. Manufacturer's Authorization Form duly filled.
- xi. Valid KRA tax compliance certificate (for local firms).
- xii. Audited Financial Statements for the last 3 Years (evaluation will focus on financial health of the organization, based on profitability, statement of financial position, and cash flows)
- xiii. Tenderer's Site Visit Certificate.
- xiv. PIN Certificate
- xv. Single Business Permit (for local firms)
- xvi. Warranty

2. Firms experience in deploying solutions of similar size and complexity: Firms with experience in similar works (provide at least 4 references). 10 points

3. Factory acceptance and installation procedures applicable to the system

- i. A bidder who submits a detailed regime for solution. 20 points
- ii. A bidder who submits a partially detailed regime for the solution. 3 points
- iii. A bidder who submits no regime 0 points

4. Key Staff. Experience and qualifications of Staff scheduled for the installation [certified copies of CV's and certifications]

- i. A bidder who submits an accurate and complete staff profile to Unaitas specifications. 20 points.
- ii. A bidder who submits a staff profile but only partially meets Unaitas specifications. 3 points.
- iii. A bidder who does not submit any of the requirements shall be awarded. 0 points

5. Provision of specifications for the fire detection and control system as per the technical specifications list including all attendant accessories, connectors, cables, breakers.

- a. A bidder who submits a detailed specification regime for the applicable. 40 points
- b. A bidder who submits a partially detailed regime for the solution. 10 points
- c. A bidder who submits no regime 0 points

6. Warranty

- i. A bidder who submits a detailed warranty regime for the Solution. 10 points
- ii. A bidder who submits a partially detailed warranty regime for the proposed solution. 3 points
- iii. A bidder who submits no regime. 0 points

- A bidder must attain a score of at least 85% in the technical evaluation to be eligible for consideration in the financial evaluation.
- The bidder with the highest combined financial and technical score after will be declared winner.

FORM OF TENDER

Date _____

Tender No. _____

To: _____

Gentlemen and/or Ladies:

1. Having examined the tender documents.....[insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply & deliver (..... (insert item description) in conformity with the said tender documents for the sum of (total tender amount in words and figures)

2. We undertake, if our Tender is accepted, to deliver the item in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by(UNAITAS).

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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax

E mail

Nature of Business,.....

Registration Certificate No.

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

Name of your bankers Branch

Part 2 (a) - Sole Proprietor

Your name in full Age

Nationality Country of origin

- Citizenship details.....

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) - Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.....

Issued Kshs.....

Given details of all directors as follows

	Name	Nationality	Citizenship Details
Shares			
1.....			
2.....			

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
[*name of Procurement entity*] of [*Country of Procurement entity*] (Herein after called
“UNAITAS”) of the one part and [*Name of tenderer*] of [*City and country of
tenderer*] (Hereinafter called “the tenderer”) of the other part;

WHEREAS UNAITAS invited tenders for certain goods] and has accepted a tender by the
tenderer for the supply of those goods in the sum of [*Contract price in words
and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned
to them in the Conditions of Contract referred to:

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) UNAITAS’s Notification of Award

3. In consideration of the payments to be made by UNAITAS to the tenderer as hereinafter
mentioned, the tender hereby covenants with UNAITAS to provide the goods and to remedy
defects therein in conformity in all respects with the provisions of the Contract

4. UNAITAS hereby covenants to pay the tenderer in consideration of the provisions of the
goods 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 UNAITAS Signed, sealed, delivered by _____ the _____

(for the tenderer in the presence of _____

LETTER OF NOTIFICATION OF AWARD

UNAITAS ADDRESS

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER