TENDER NO: MCMC/RFP/01/2019/2020
TENDER NAME: PROVISION OF INTERNET SERVICES

CLOSING DATE: 23rd August 2019 at 10.00Am
Invitation for Tender (IFT)
TENDER. No. MCMC/RFP/01/2019/2020
For

RE: PROVISION OF INTERNET SERVICES

Meru County Microfinance Corporation invites sealed bids from eligible candidates for PROVISION OF INTERNET SERVICES. Interested eligible candidates may obtain further information from and inspect the tender documents at Meru County Microfinance Corporation Headquarters P.O. Box 2564 – 60200 MERU, Kenya. Meru county Maisonette building 1st floor during normal working hours.

1.1 A complete set of tender documents may be obtained by interested candidates free by downloading from Meru County Government website: www.meru.go.ke

1.2 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at (Meru County Microfinance Corporation Headquarter) or be addressed to Managing Director Meru County Microfinance Corporation P.O. Box 2564 - 60200, MERU, Kenya so as to be received on or before 23rd August 2019 at 10.00 a.m.

1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

1.4 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Meru county Maisonette building 1st floor.

Managing Director

Meru County Microfinance Corporation
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SECTION II: INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The price to be changed for the tender document shall not exceed Kshs. 1,000/=.

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
2.2 Clarification and Amendment of RFP Documents

2.1.9 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.1.10 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;
(i) A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm’s involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last THREE (3) years.

(vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General
2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

Points

(i) Mandatory requirements
   (a) Valid registration certificate
   (b) Valid tax compliance certificate
   (c) Pin/VAT certificate
   (d) Copy of certificate of incorporation
   (e) Single Business permit
   (f) CR12 for companies
   (g) Declaration not to engage in corruption.
   (h) Litigation history
   (i) Duly filled business questionnaire

All bidders must meet all the mandatory requirement failure to which it will lead to disqualification.

(ii) Specific experience of the consultant related to the assignment

(iii) Adequacy of the proposed work plan methodology in responding to the terms of reference

(iv) Qualifications and competence of the key staff for the assignment

(v) Suitability to the transfer of Technology Programme (Training)

Total Points 100

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITC”.

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2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has cost all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:- Sf = 100 X FM / F where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal: T + P = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- S = St x T % + Sf x P %. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

2.8.8 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price
2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

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2.10.3 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.

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

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

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

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
2.12 Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: **Meru County Microfinance Corporation P.o box 2564 Meru-60200.**

2.1.1 The method of selection is: **Quality Cost Based Selection**

2.1.2 Technical and Financial Proposals are requested: Yes

The name, objectives, and description of the assignment are: Technical and Financial Proposals are requested and the name, objectives, and description of the assignment are as per TOR.

2.1.3 A pre-proposal conference will not be held: Yes

The name(s), address (es) and telephone numbers of the Client’s official(s) are: __

2.1.4 The Client will provide the following inputs: TOR

2.1.6 (vii) Training is a specific component of this assignment: Yes____
(viii) Additional information in the Technical Proposal includes:

2.1.7 **Taxes:** All prices quoted should include local taxes, duties, fees, levies and other charges imposed under Kenyan law.

2.5.2 Consultants must submit an **original** and **two** additional copies of each proposal.

2.5.3 The proposal submission address is: as per TOR____ Information on the outer envelope should also be included.

2.5.4 Proposals must be submitted no later than the following date and time **23rd August 2019** at 10:00 a.m.

2.6.1 The address to send information to the Client is: **Meru County Microfinance Corporation P.o box 2564-60200 Meru.**
2.6.3 The minimum technical score required to pass is 75% of the technical score.

2.7.1 Alternative formulae for determining the financial scores is the following: N/A

The weights given to the Technical and Financial Proposals are:

\[ T = \underline{\text{__________}} \times 0.80 \]
\[ P = \underline{\text{__________}} \times 0.20 \]

2.9.2 The assignment is expected to commence soonest after signing of the contract.
SECTION III: - TECHNICAL PROPOSAL

3.1. TECHNICAL PROPOSAL SUBMISSION FORM

[______________ Date]

To:_____________________[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ____________________________[Title of consulting services] in accordance with your Request for Proposal dated ____________________________[Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

__________________________________[Authorized Signature]:

__________________________________[Name and Title of Signatory]:

__________________________________[Name of Firm]:

__________________________________[Address:]
3.2. FIRM’S REFERENCES

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country</th>
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<tr>
<td>Location within Country:</td>
<td>Professional Staff provided by Your Firm/Entity(profiles):</td>
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<tr>
<td>Name of Client:</td>
<td>Clients contact person for the assignment.</td>
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<td>Address:</td>
<td>No of Staff-Months; Duration of Assignment:</td>
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<td>Start Date (Month/Year):</td>
<td>Completion Date (Month/Year):</td>
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<td>Approx. Value of Services (Kshs)</td>
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<tr>
<td>Name of Associated Consultants. If any:</td>
<td>No of Months of Professional Staff provided by Associated Consultants:</td>
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<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td>
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<td>Narrative Description of project:</td>
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<tr>
<td>Description of Actual Services Provided by Your Staff:</td>
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Firm’s Name: ________________________________

Name and title of signatory: __________________________
3.3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services and facilities to be provided by the Client:

1.

2.

3.

4.

5.
3.4 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
3.5. TEAM COMPOSITION AND TASK ASSIGNMENTS

3.5.1 Technical/Managerial Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
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3.5.2 Support Staff

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<th>Name</th>
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3.7. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____________________________________________________________

Name of Firm: ______________________________________________________________

Name of Staff: __________________________________________________________________

Profession: _____________________________________________________________________

Date of Birth: __________________________________________________________________

Years with Firm: ___________________________ Nationality: ______________________

Membership in Professional Societies: __________________________________________

_______________________________________________________

Key Qualifications:

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

_______________________________________________________

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]
Employment Record:

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

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

________________________________________________________________________ Date: ____________
[Signature of staff member]

________________________________________________________________________ Date: ____________
[Signature of authorized representative of the firm]

Full name of staff member: ________________________________________________

Full name of authorized representative: _________________________________
### 3.8 TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>1</th>
<th>2</th>
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Reports Due: _________

Activities Duration: _________

Signature: ________________________
(Authorized representative)

Full Name: ________________________

Title: ____________________________

Address: __________________________
3.9 ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

(1st, 2nd, etc, are months from the start of assignment)

<table>
<thead>
<tr>
<th>Activity (Work)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
(b). Completion and Submission of Reports

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>4. Interim Progress Report</td>
<td></td>
</tr>
<tr>
<td>(a) First Status Report</td>
<td></td>
</tr>
<tr>
<td>(b) Second Status Report</td>
<td></td>
</tr>
<tr>
<td>3. Draft Report</td>
<td></td>
</tr>
<tr>
<td>4. Final Report</td>
<td></td>
</tr>
</tbody>
</table>
SECTION IV: - FINANCIAL PROPOSAL

4.1. FINANCIAL PROPOSAL SUBMISSION FORM

____________________ [Date]

To: ________________________________
_______________________________
_______________________________
[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (____________) [Title of consulting services] in accordance with your Request for Proposal dated (__________________) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (___________________________________________________) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

________________________________________[Authorized Signature]
: ________________________________ [Name and Title of Signatory]:

________________________________________ [Name of Firm]

________________________________________ [Address]
4.2. SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency(ies)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of Financial Proposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 4.3. BREAKDOWN OF PRICE PER ACTIVITY

<table>
<thead>
<tr>
<th>Activity NO.: __________________</th>
<th>Description: __________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Component</td>
<td>Amount(s)</td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
</tr>
</tbody>
</table>
4.4: BREAKDOWN OF REMUNERATION PER ACTIVITY

<table>
<thead>
<tr>
<th>Names</th>
<th>Position</th>
<th>Input (Staff months, days or hours as appropriate.)</th>
<th>Remuneration Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular staff (i)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td>_______</td>
</tr>
</tbody>
</table>
4.5. REIMBURSABLES PER ACTIVITY

Activity No: ________________________________  Name: _______________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Air travel</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Road travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Rail travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Subsistence Allowance</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total
4.6. MISCELLANEOUS EXPENSES

Activity No. ______________________________ Activity Name: _______________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication costs (telephone, telegram, telex)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment: computers etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total: ______________________________
SECTION V: - TERMS OF REFERENCE (TOR)

Introduction
Meru County Microfinance Corporation (MCMC) is a body corporation established under Meru County Microfinance Act of 2014 and came into operation on 15\textsuperscript{th} January 2016 with the mandate of providing microfinance services to Small and Medium enterprises.

Objective of the assignment
To have a dedicated, highly available and secure internet link that will foster the use of electronic commerce at MCMC.

Current ICT environment
With a current user base of over 60, MCMC is served by a Wide Area Network for 2 of its 5 branches (Meru and Maua branches) and Head Quarters offices linked by means of an MPLS solution. The other 5 have their own stand-alone internet solutions. The link to HQ has a capacity of 10MBps. The HQ branch is connected through a Ceragon loop and Maua branch is connected through WiMAX. As for the CPE setup, the HQ and Maua is characterized by 2, 2900 series Cisco router.

Purpose
MCMC seeks the provision of internet services at its offices in Meru County to ensure the functioning of its work This involves:

- To have a running online platform that require daily updates and uploads, including the continuous maintenance of a website and several social media platforms;
- Cloud storage and the sharing of large files and documents;
- Daily use of internet by 60 staff requiring video streaming, video and teleconferencing, email, file-sharing and network printing;
- Computer networking;
- Interfacing with a contact person to provide troubleshooting and technical guidance;
- The use of various equipment, including one Cloud key, 4 Ubiquiti wireless AP, a network switch and two servers.

General Scope
MCMC needs provision of WAN connectivity, internet, hosting of its website among other. The successful bidder is expected to be vastly experienced in network technologies and possess proven abilities in the provision of the solution proposed. In addition, the bidder must have a local presence in terms of support with 24-hours availability. The bidder is expected to have deployed similar solutions to at least 5 government institutions proof of which is mandatory. The supplied solution is also expected to be planned to cause the least disruption to production services.
Deliverables
Fully functioning internet service at MCMC office.

Technical Requirements
- Speed requirement: symmetric bandwidth of at least 20 Mbps.
- The link cannot be shared
- Connection should be of cable type, preferably fiber-optic; wireless solutions may be considered
- No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection
- Subnet of at least 25 static publicly routable IP addresses is required
- Service reliability must be ensured. Overall uptime should not be less than 99%
- Data confidentiality guarantee; Provider may not scan traffic (if this should be done for finding problems in the network a prior MCMC agreement must be obtained)
- Offeror should provide a backup link of not less than 5 mbps
- Worldwide accessibility
- Internet should be shared to the branches from MCMC Headquarters
- Branches will use a bandwidth of 2 Mbps

Contractual and payment stipulations:
- Internet service should be based on fixed monthly fee payment plan with no additional cost
- Contract duration: 1 year with possibility for graceful exit with a 30, 60 or 90 days’ period of written notice, without penalties for MCMC

Terms and Conditions
MCMC needs the following qualifications and Terms and Conditions from the potential offeror:

i. 5 years relevant experience in provision of services in nature, scale and complexity commensurate with the present terms of reference, with already provided services possessing features required by these terms of reference; The binder must have at least five similar contracts (similar by scope, nature and amount), preferably with governmental organizations. Evidence of these contracts are required; references from other clients are highly welcome.

ii. Qualified and experienced experts in system administration, working under the general supervision and guidance of the department and/or company manager and under the overall oversight of the focal person in MCMC. The proposed team should have solid experience in the provision of services in nature, scale and complexity commensurate with this requirement.

iii. Seven days a week and 24 hours per day coverage for technical assistance and/or helpdesk facilities. Any problem should be resolved within a maximum of 2 hours after the notification.
iv. The bidder must have a Network Monitoring System (NMS) supported by a qualified and experienced engineers/technical support team.

v. The total Internet bandwidth available to the organization should be 20Mbps burstable

vi. Proposals should clearly reflect capacity for future scale up to accommodate growth

vii. The financial statement should show charges for:
   a) Setup charges if any and if FOC should be indicated as so
   b) Regular cost such as annual payments
   c) Minimum subscription period

viii. The bidder shall provide primary filtering for spam, virus, and any other malware

ix. Any civil permission for cabling shall be the sole responsibility of the ISP

x. State the least amounts of static publicly routable IP addresses for the subnet to be availed to MCMC.

xi. Bidders are required to describe what alternate routing or fall back arrangements for continuity of service they have in place (if any), should their primary link(s) to the Internet backbone become non-operational. Therefore, the bidder must provide evidence of direct peering upstream with multiple providers across the world. Please note that those without redundancy at the gateway will be disqualified as this is a mandatory requirement.

xii. The solution provider must show proof of redundancy at the last mile connection.

xiii. Evidence to adequately manage the Customer Premises Equipment (CPE) must be provided.

xiv. The selected provider must provide a web interface facility for real time monitoring of service.

xv. Due to time constraints, the tender should show the time schedules for implementation of the solution. This schedule should be structured to show time to complete HQ and then each of the branches after the issuance of the LPO. In addition, the bidder should show the availability of personnel in the solution setup. The necessary certified copies of certifications/ certificates must be provided. All certifications must be valid and current during the time of engagement. All copies should be certified by an Advocate of the High Court of Kenya.
This Agreement, [hereinafter called “the Contract”) is entered into this _____________[Insert starting date of assignment], by and between ________________________________________[Insert Client’s name] of [or whose registered office is situated at]____________________________________________[insert Client’s address](hereinafter called “the Client”) of the one part AND_________________________________________________________[Insert Consultant’s name] of [or whose registered office is situated at]____________________________________________[insert Consultant’s address] (hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.

   (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.

   (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period commencing on___________[Insert starting date] and continuing through to___________[Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

   For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed______________________________[Insert amount]. This amount has been established based on the
understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs _____________________ upon the Client’s receipt of a copy of this Contract signed by the Consultant;

Kshs _____________________ upon the Client’s receipt of the draft plan and report, acceptable to the Client; and

Kshs _____________________ upon the Client’s receipt of the final plan and report, acceptable to the Client.

Kshs _____________________ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates _______________[insert name] as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the course of the (ii)
assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

12. 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.
LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant’s Personnel

Appendix C: Consultant’s Reporting Obligations
Address of Procuring Entity

To:_____________________

_____________________

RE: Tender No._____________________

Tender Name_____________________

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)_____________________

_____________________________________

SIGNED FOR ACCOUNTING OFFICER
FORM OF TENDER

Date ________________
Tender No. ________________

To: ______________________

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ……………………………. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (……………………………………………) in conformity with the said tender documents for the sum of …………………………………………………………. (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment 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 ………………. (Procuring entity).

4. We agree to abid 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 ______________________ 2015 ________

_________________________  ____________________________
[signature]                     [in the capacity of]

Duly authorized to sign tender for an on behalf of ____________________________
6.3 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:**

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Location of business premises.</th>
<th>Plot No.</th>
<th>Street/Road</th>
<th>Postal Address</th>
<th>Tel No.</th>
<th>Fax</th>
<th>E mail</th>
<th>Nature of Business</th>
<th>Registration Certificate No.</th>
<th>Maximum value of business which you can handle at any one time – Kshs.</th>
<th>Name of your bankers</th>
<th>Branch</th>
</tr>
</thead>
</table>

**Part 2 (a) – Sole Proprietor**

<table>
<thead>
<tr>
<th>Your name in full</th>
<th>Age</th>
<th>Nationality</th>
<th>Country of origin</th>
<th>Citizenship details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Part 2 (b) Partnership**

Given details of partners as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>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>

**Part 2 (c) – Registered Company**

<table>
<thead>
<tr>
<th>Private or Public</th>
<th>Nominal Kshs.</th>
<th>Issued Kshs.</th>
<th>Given details of all directors as follows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Name</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>2.</td>
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<td></td>
<td></td>
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<td>3.</td>
</tr>
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<td></td>
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<td></td>
<td>4.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5.</td>
</tr>
</tbody>
</table>

Date | Signature of Candidate

*If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.*
6.4 TENDER SECURITY FORM

Whereas ………………………………………. [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated ………… [date of submission of tender] for the supply, installation and commissioning of ………………….[name and/or description of the equipment] (hereinafter called “the Tender”) ………………………………………….

KNOW ALL PEOPLE by these presents that WE ………………… of ……………………… having our registered office at ………………… (hereinafter called “the Bank”), are bound unto ……………….. [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of ……………………… for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this …………… day of …………… 20 …………….

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]____________________________

(Amend accordingly if provided by Insurance Company)
6.5 CONTRACT FORM

 THIS AGREEMENT made the ________ day of ___________ 20 ________ between
 ________________ [(name of Procurement entity) of ........... [country of Procurement entity] (hereinafter
called “the Procuring entity) of the one part and ________________ [(name of tenderer) of ............
[city and country of tenderer) (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain 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:

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

2. The following documents shall be deemed to form and be read and construed as part of this
Agreement viz:
   (a) the Tender Form and the Price Schedule submitted by the tenderer
   (b) the Schedule of Requirements
   (c) the Technical Specifications
   (d) the General Conditions of Contract
   (e) the Special Conditions of contract; and
   (f) the Procuring entity’s Notification of Award

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

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the 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 the Procuring entity
Signed, sealed, delivered by _______ the _______________ (for the tenderer in the presence of ________
______________

(Amend accordingly if provided by Insurance Company)
To………………………………………………
[name of Procuring entity]

WHEREAS ……………………………………… [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. __________________________ [reference number of the contract] dated ______ 20 __________ to supply ………………………………………………………………………………… [description of goods] (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 figure] 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 you 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 ______ 2015 ______

Signed and seal of the Guarantors

______________________________
[name of bank or financial institution]

______________________________
[address]

______________________________
[date]