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|        **KIMISITU SACCO SOCIETY LIMITED**   **TENDER FOR PROVISION OF PROJECT MANAGER FOR THE**  **UPGRADE, ENHANCEMENT OF ENTERPRISE RESOURCE PLANNING SYSTEM(ERP)**   **TENDER NO: KSSL/PMSU/APRIL/07/2024** **Deadline for Submission: Wednesday May 30, 2024**   **Time: 11:30 AM** **Application and Submission will be done online through the SRM eProcurement portal** [**www.srmhub.com**](http://www.srmhub.com) **PRE-BID MEETING:**   **Date: Thursday May 17, 2024**   **Time: 2.30 pm – 3.30 pm**   **Place: 1st Floor AEA Plaza**   **Kimisitu Sacco Board Room**    |
| CHIEF EXECUTIVE OFFICER  |  PROCUREMENT DEPARTMENT  |
| KIMISITU SACCO SOCIETY LIMITED  | KIMISITU SACCO SOCIETY LIMITED  |
| P.O.BOX 10454 00100  | P.O.BOX 10454 00100  |
| NAIROBI  | NAIROBI   |

**Bid Preparation and Submission**

The application and submission will be conducted electronically on SRM eProcurement Portal i.e. [www.srmhub.com](http://www.srmhub.com) . Please follow the following steps to complete your application;

1.Join SRM for free via URL [www.srmhub.com](http://www.srmhub.com)

2. Create a user account or log in with existing credentials

3. Under APPLY TENDER tab, express interest to review details of the tender

4.Click EXPRESS INTEREST to begin application:

1. Select your Category
2. Respond to QUESTIONNAIRE
3. UPLOAD requisite documents
4. Pay the tender fees payment
5. SUBMIT response

Access to submit the application shall be automatically granted upon payment of a non-refundable tender fee of KES 2,000/- per Tender category. The fee is payable using M-PESA Paybill No. 4069539 . ACCOUNT NUMBER: 2022TPL.

Technical proposals will be electronically opened immediately after the submission deadline

in the presence of bidders who may choose to attend.

Yours sincerely.

 **Chief Executive Officer**

**1** of **56**

 FUNCTIONAL REQUIREMENTS BY MODULE 46

# A. DESCRIPTION OF SERVICE AND DETAILED TECHNICAL SPECIFICATION 46

1. FINANCIAL MANAGEMNENT REQUIREMENTS
2. HUMAN RESOURCE SECTION REQUIREMENTS
3. ADMINISTRATION SECTION USER REQUIREMENTS
4. SUPPLY CHAIN MANAGEMENT (SCM) REQUIREMENTS
5. CREDIT MANAGEMENT USER REQUIREMENTS
6. REGISTRY AND DOCUMENTATION USER REQUIREMENTS
7. CUSTOMER SERVICE USER REQUIREMENTS
8. ICT USER REQUIREMENTS
9. ERP USER & TECHNICAL REQUIREMENTS
10. OPERATIONAL REQUIREMENTS
11. SYSTEM ADMINISTRATION
12. ENTERPRISE WIDE
13. WEB BASED ENTERPRISE PORTAL & ERP CLIENT
14. GENERAL ADMINISTRATION
15. REPORTS
16. TRAINING
17. DOCUMENTATION SUPPORT

# B. WORK METHODOLOGY

7.0 SECTION: VI - PRICE SCHEDULE

8.0 SECTION VII- STANDARD FORMS

##  2. SECTION II – INSTRUCTIONS TO TENDERERS

###  2.1 Eligible tenderers

2.1.1This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2Kimisitu Sacco Ltd employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and sub consultants) 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 Kimisitu Sacco Ltd to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services

2.1.4Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

###  2.2 Cost of tendering

2.2.1The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kimisitu Sacco Ltd, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.3Kimisitu Sacco Ltd shall allow the tenderer to review the tender document free of charge before purchase.

###  2.3 Contents of tender documents

2.3.1The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

 a) Instructions to tenderers

1. General Conditions of Contract
2. Special Conditions of Contract
3. Schedule of Requirements
4. Details of service
5. Form of tender
6. Price schedules
7. Contract form
8. Confidential business questionnaire form
9. Performance security form
10. Principal’s or Certification as a Project Manager form
11. Declaration of undertaking not to engage in corrupt cases
12. Power of Attorney

2.3.2The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

###  2.4 Clarification of Documents

2.4.1A prospective candidate making inquiries of the tender document may notify Kimisitu Sacco Ltd in writing via email at the entity’s address indicated in the Invitation for tenders. Kimisitu Sacco Ltd will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by Kimisitu Sacco Ltd. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.”

2.4.2Kimisitu Sacco Ltd shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

###  2.5 Amendment of documents

2.5.1At any time prior to the deadline for submission of tenders, Kimisitu Sacco Ltd, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Kimisitu Sacco Ltd, at its discretion, may extend the deadline for the submission of tenders

. 2.6 Language of tender

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

###  2.7 Documents Comprising the Tender

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

1. A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
2. Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
3. Confidential business questionnaire

###  2.8 Form of Tender

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

###  2.9 Tender Prices

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

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

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

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

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

2.9.6 Price variation requests shall be processed by Kimisitu Sacco Ltd within 30 days of receiving the request.

### 2.10 Tender Currencies

2.10.1Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

**2.11 Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Kimisitu Sacco Ltd satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

### 2.12 Tender Security - NOT APPLICABLE

2.12.1 The tenderer shall furnish, as part of its tender, No Tender Security for the amount and form specified in the Invitation to tender. The tender security shall be NIL.

### 2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by Kimisitu Sacco Ltd, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Kimisitu Sacco Ltd as nonresponsive.

2.13.2 In exceptional circumstances, Kimisitu Sacco Ltd 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.

### 2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph

 2.15.2 No later than Date and time indicated in the tender notice

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

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

###  2.17 Modification and withdrawal of tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

2.17.5 Kimisitu Sacco Ltd may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

### 2.18 Opening of Tenders

2.18.1 Kimisitu Sacco Ltd will open all tenders in the presence of tenderers’ representatives who choose to attend, on the date and time indicated in the tender notice and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite and such other details as Kimisitu Sacco Ltd, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 Kimisitu Sacco Ltd will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

### 2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders Kimisitu Sacco Ltd may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence Kimisitu Sacco Ltd in Kimisitu Sacco Ltd tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers’ tender.

### 2.20 Preliminary Examination and Responsiveness

2.20.1 Kimisitu Sacco Ltd will examine the tenders to determine. whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

#### 2.20.2 Correction of Error

Tenders determined to be substantially responsive shall be checked by the employer for any arithmetic errors in the computation and summation. Errors will NOT be corrected by the employer. Any bid found to have arithmetic errors shall be disqualified.

2.20.3 Kimisitu Sacco Ltd may waive any minor informality or nonconformity or

irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, Kimisitu Sacco Ltd 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.

Kimisitu Sacco Ltd determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

### 2.21 Conversion to a single currency

2.21.1Where other currencies are used, Kimisitu Sacco Ltd will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

**2.22 Evaluation and comparison of tenders.**

2.22.1 Kimisitu Sacco Ltd will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph.2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 Kimisitu Sacco Ltd evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

 a) Operational plan proposed in the tender.

b) Deviations in payment schedule from that specified in the Special Conditions of Contract.

2.22.4Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

1. Operational Plan.

Kimisitu Sacco Ltd requires that the services under the Invitation for

Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than Kimisitu Sacco ltd.’s required delivery time will be treated as non-responsive and rejected.

1. Deviation in payment schedule.

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

1. Liquidated damages

If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, 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, works and or services. After this the termination of the contract may be considered.

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

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

1. Necessary qualifications, capability experience, services, Equipment and facilities to provide what is being procured.
2. Legal capacity to enter into a contract for procurement.
3. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing (d) Shall not be debarred from participating in public procurement.

### 2.23 Contacting Kimisitu Sacco Ltd

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

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

### 2.24 Award of Contract

 (a)Post qualification

 2.24.1In the absence of pre-qualification, Kimisitu Sacco Ltd will determine to its

satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

2.24.3An 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 Kimisitu Sacco Ltd will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

#  (b) Award Criteria

2.24.4Subject to paragraph 2.29 Kimisitu Sacco Ltd will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily. Kimisitu Sacco Ltd 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 Kimisitu Sacco Ltd action. If Kimisitu Sacco Ltd determines that none of the tenderers is responsive; Kimisitu Sacco Ltd shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## 2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Kimisitu Sacco Ltd pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.27, Kimisitu Sacco Ltd will promptly notify each unsuccessful Tenderer and will discharge.

## 2.26 Signing of Contract

2.16.1 At the same time as Kimisitu Sacco Ltd notifies the successful tenderer that its tender has been accepted, Kimisitu Sacco Ltd will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2After fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Kimisitu Sacco Ltd.

2.26.3The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## 2.27 Performance Security

2.27.1Within thirty (30) days of the receipt of notification of award from Kimisitu Sacco Ltd, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to Kimisitu Sacco Ltd.

## 2.28 Corrupt or Fraudulent Practices

2.28.1Kimisitu Sacco Ltd requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2Kimisitu Sacco Ltd 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.

2.28.3Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

# APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

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|   | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS  |
| 2.1.1  | The tender is eligible to all registered (verifiable)suppliers and dealers of Certified Enterprise Resource Planning Solutions  |
| 2.4.1  | A prospective tenderer requiring any clarification of the tender document may notify KIMISITU SACCO LTD in writing (email in PDF format or by facsimile) at the following address: One copy to: - **Chief Executive Officer**  KIMISITU SACCO SOCIETY LIMITED 1ST Floor AEA Plaza Valley Road, P.O. Box 10454-00100 NAIROBI, KENYA E-mail: procurement@kimisitusacco.or.ke; or admin@srmhub.com KIMISITU SACCO LTD will respond in writing (e-mail in PDF format) to any request received at least seven (7) days prior to the deadline for the submission of tenders. NB:Any request for clarification must be in the firm’s letterhead, signed  |
| 2.20.2  |  Prices quoted shall be in Kenya Shillings inclusive of VAT No correction of arithmetic errors. The tender sum as submitted and read out during the tender opening Shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.  |
| 2.12.2  |  The Tender DOES NOT require Tender Security  |
| 2.13.1  |  The tender validity period is 90 days from the date of tender opening. A tender valid for a shorter period shall be considered as non- responsive and shall be rejected.   |

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| 2.22.4  | If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, KIMISITU SACCO LTD 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, works and or services. After this the termination of the contract may be considered.  |
| 2.14.1  | The tenderer should submit their online tenders via the SRM with all pages of the tender, except for unamended printed literature, shall be paginated, serialized, and initialed by the person or persons signing the tender.  |
| 2.14.2  | The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized by the tenderer.  |
| 2.16.1  | The Tender Closing date is on the Date and time indicated in the tender notice  |
| 2.22.4  | The completion of supply and implementation period shall be a maximum of six months (6) months and ***six (6) months of free hand holding support***  |
| Mandatory Requirements. | The evaluation will be as follows: 1. **PRELIMINARY EVALUATION STAGE**

As provided below (1): Tender Evaluation Criteria Mandatory requirement NB: Bidders who will not meet the mandatory requirements will be declared nonresponsive and their bids will not be evaluated further. 1. **TECHNICAL EVALUATION STAGE**

Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage. Bids will be evaluated and must meet all the criteria, where bidders are expected to attain the minimum set criteria of 80% at the technical evaluation stage.  |
| 2.24.5  | **c) FINANCIAL EVALUATION STAGE** The winning bidder shall be the firm that shall attain the highest combined technical and financial score provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.  |
| 2.27.1  | The Successful bidder will be expected to provide. 1. 10% valid Performance Security / Performance Bond of the contract price
2. Performance Indemnity Insurance of not less than (Kshs. 200 million)
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# TENDER EVALUATION CRITERIA Stages of evaluation

1. Mandatory requirements will determine the satisfactory responsiveness of a Tenderer, failure to meet any of these set requirements as noted hereunder will render a tender nonresponsive and will automatically be disqualified/not proceed for Technical Evaluation.
2. Technical Evaluation: Bids will be checked on compliance to the technical requirements specified below and bids that do not meet the minimum set criteria shall not be evaluated further.

1.MANDATORY REQUIREMENTS

Tenderers to submit certified copies of the following MANDATORY documents as instructed.

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| No  | Requirement  | Yes / No  |
|  1  | Dully filled, Signed & Stamped Tender Form & Price Schedules  |   |
|  2  | Attach a copy of certificate of Incorporation/Registration / Business permit certified by commissioner of oaths.  |   |
|  3  | Attach a copy of CR12 (Valid within the last 6 months) certified by commissioner of oaths.  |   |
|  4  | Attach a copy of Tax Compliance Certificate valid at the time of tender opening. (KIMISITU SACCO LTD shall confirm the Certificate validity from KRA tax checker.)  |   |
|  5  | Duly filled and signed Confidential Business Questionnaire  |   |
|  6  | Dully Filled and Signed Declaration of Undertaking not to engage in corrupt fraudulent practice in the format provided  |   |
|  7  | Attach a duly signed and authorized power of attorney in the format provided  |   |
|  8  | The bidder must provide certification / authorization as a Certified Project Manager to do business as an authorized vendor.  |   |
|  9  | All bidders **must** fill the confidential business questionnaire form  |   |
|  10  | All bidders **must** submit the tender submission letter  |   |

NB: Please note that the authenticity of the above documents provided SHALL be verified with the relevant SACCO and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive.

## 2. TECHNICAL EVALUATION STAGE

Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage.

The technical evaluation is in two stages:

Note to Bidders: The following checklist is provided to help the Bidder organize and consistently present their technical bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to the requirements.

In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross reference should be indicated in the column.

“DETAILED DESCRIPTION”.

The Technical responsiveness checklist does not supersede the rest of the technical requirements. (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist, that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g. "Yes," "No,", "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

Bidders shall use the following options to indicate the “DEGREE OF SUPPORT OF

COMPLIANCE” their solution provides for each of items listed in this section:

1. FS - (Fully Supported) the application fully supports the requirement without any modifications.
2. PS - (Partially Supported) the application supports the requirement with use of a workaround.
3. CR - (Customization required) the application will be customized to meet the requirement(s).
4. NS - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

Where customizations are required, clearly and comprehensively indicate the plan, design and/or approach to be undertaken to achieve the requirements.

A clause-by-clause commentary on the 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 is required.

For each SPECIFICATION, bidders are requested to provide a clear and concise explanation in the DETAILED DESCRIPTION section or provide a cross-reference to where that explanation or supporting information can be found in other part of the technical proposal. Please fill in the COMPLIANCE column as appropriate to indicate one of the responses listed above for each item and add as many comments as possible, diagrams, maps and/or screenshots in the DETAILED DESCRIPTION column.

Technical Responsiveness Checklist

Compliance / Responsiveness to Scope of works and fully completed technical specification sheet.

## 2. Technical Evaluation

This will be based on the technical proposal submitted in accordance to the criteria. The criteria shall be merit based where bidders must meet the minimum set criteria.

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| No. |  Description of Criteria.  |  Requirements  |  Documentation  | Vender Response Yes/ NO  |  Score  |
| 1.  |  Number of Years the firms have been in Existence offering Similar services assignment  |  Provide a copy of  Certificate of Incorporation / Business Registration in Kenya   |    |   |   5 marks |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 2.  |  Similar Experience/ Technical Capacity  | Tenderers are required to demonstrate Experience or technical capacity. 1. Provide at least three (3) reference clients of similar magnitude for the tendered products.
2. Provide at least three (3) contracts copies / LPOs from (a) above.
3. Three (3) completion certificates or recommendation letters referring to the awarded contracts from the three (3) institutions.

**Note: Recommendation letters should be in letter head of the company that issued LPO’s or Contracts**.  |         |   |  15 marks15 marks |
| 4.  |  Financial Performance  | Submission of audited financial statements acceptable to the Sacco, for the last three [3] years 1. the current soundness of the firm’s financial position and its prospective long-term profitability,
2. capacity to have a cash flow equivalent to 20% of the tender sum.
 |   |       |  10 marks |
| 5.  |  Average Annual Consultancy Turnover   | Average annual turnover of Kshs. 3,000,000.00 [Three Million]  |        |    |  5 marks |
| 6  | Work Methodology  | Submission of a brief work methodology in accordance with sub-clause 5.3 The tenderer shall provide the following. 1. Signed work programme Proposals on work scheduling including the response time.
2. Detailed method statement on how to carry out the intended works and concise project implementation /execution plans with logical sequence of tasks and milestones.
3. Project organization chart with clear roles,

responsibilities, and reporting lines  |              |   |  20 Marks |
| 7  | Proof of office location  |  Should have a physical address and Lease Agreement, rent invoices, tenancy agreement showing office location block and street  |   |   |  10 Marks |
| 8  | Project Management Team  | Mandatory Certifications and Skills (Minimum 4 different persons) i.) Project Manager (1)  ii.) Financial and Business Consultants (1) iii.) Supply Chain Consultant(1) iv.) Human Resource and Adm  |   |   | 20 marks |

* Bidders must achieve YES in all the measured parameters to qualify.
* The bidders who pass the technical criteria will be subjected to financial evaluation - ranking and comparison of bid

3. FINANCIAL EVALUATION

TECHNICAL EVALUATION CRITERIA

The tender proposal submission will be evaluated in three (3) stages namely:

* Preliminary evaluation in stage 1
* Detailed technical evaluation in stage 2
* Financial evaluation in stage 3

(For ease of evaluation, kindly arrange your documents in the order of the evaluation criteria below).

1. Preliminary Evaluation – stage 1 (OFFICIAL USE ONLY)

Preliminarily, your tender submission will be evaluated to determine:

1. Mandatory Requirements

|  |  |  |  |
| --- | --- | --- | --- |
| S/no.  |  Description of criteria  | Complied YES/NO  | Reference Page number (Vendor to fill)  |
|   | (Mandatory documents: Failure to which leads to automatic disqualification)  |   |   |
| 1  | Whether the bidder has serially numbered all the pages in your tender submission proposal from the 1st page to the last page  |    |   |
| 2  | Whether the bidder has submitted a signeddeclaration statement not to engage in corruption and fraudulent practice  |    |   |
| 3  | Whether the bidder has submitted a signed declaration statement that your company is not debarred from participating in procurement proceedings  |    |   |
| 4  | Whether the bidder has submitted a copy of the company’s certificate of incorporation/Registration. Companies that have changed particulars must submit the original copy of the certificate of incorporation and a copy of the certificate of change of particulars.  |        |   |
| 5  | Whether the bidder has submitted a copy of the company’s valid business permit  |   |   |
| 6  | Whether the bidder has submitted a copy of your company’s valid Tax Compliance Certificate-  |   |   |
| 8  | Whether the bidder has submitted your company’s Certification as a Project Manager (PMP / PRINCE2).  |     |   |
| 9  | Whether the bidder has submitted your company’s latest 3-year certified audited financial statements.  |    |   |
| 10  | Whether the bidder has filled each of the rows of the bidder’s proposal/statements column of the bidder’s technical response document table (D) of the tender document stating in detail how the proposed solution meets KIMISITU SACCO LTD’s specific requirements and submitted the filled form/document with your tender.  |    |   |
| 11  | Mandatory Certifications and Skills (Minimum six different persons) i.) Project Manager (1)  ii.) Financial and Business Consultants (1) iii.) Supply Chain Consultant(1) iv.) Human Resource and Adm  |   |   |
| 12  | Submitted any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client **(Optional)**  |     |   |
| 13  | Submit a detailed description of the methodology and work plan for performing the assignment  |   |   |
| 14  | Submitted team composition and task assignments: -The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing  |   |   |
| 15  | Time schedule for professional personnel: - Submitted 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  |   |   |
| 16  | Submitted activity and work schedule  |   |   |
| 17  | Whether you have filled each of the rows of the bidder’s proposal/statements column of the bidder’s technical response document with valid and sound comments  |      |   |
| 19  | Demonstrate Three (3) Years Project management experience (Attach LPO & Contract More than four Years old)  |    |   |
| **AT THIS STAGE THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE.****THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.**  |

Notes on Qualifications Sought

|  |  |  |
| --- | --- | --- |
| Resource  | Qualification(s)  | Refence page (Vendor to fill)  |
| Project Manager (1) Mandatory  | The Project Manager must have at least a university degree preferably in Computer Science or Information Technology OR a Business-related Degree with a relevant IT certification with 10 years’ experience in Project Management and Implementation or Process Consulting. Professional qualification in project management e.g., Project Management Professional (PMP) or Prince2 Certified (This is a mandatory requirement.) Experience in providing at least three (3) ERP Systems. Attach CV, professional and academic certificates.  |   |
| Financial and Business (1) Consultants Mandatory  |  Must possess a bachelor’s degree in commerce, Business, or related field. Be a Certified Professional Accountant (CPA-K) Have certification in implementation of the proposed ERP solution (This is a mandatory requirement.) Attach CV, professional and academic certificates. Experience in implementing at least three (3) understanding in financial user requirements  |   |
| Supply Chain Consultant (1) Mandatory  |  Must possess a bachelor’s degree in commerce, Business, or related field. A Certified Professional in Supply Chain. Have certification in implementation of the proposed! ERP solution (This is a mandatory requirement.) Attach CV, professional and academic certificates. Experience in implementing at least three (3) Procurement & Supply chain user requirements  |   |
| HR and Administration Consultant (1)  |  Bachelor’s degree in human resources, Business Administration, or related field. (This is a mandatory requirement.) Must be a certified member of an HR Body in Kenya Attach CV, professional and academic certificates. Experience in implementing at least three (3) HR systems and processes user requirements.   |     |

1. Detailed technical evaluation: Stage 2 (OFFICIAL USE ONLY)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S/no.  |  Description of criteria  | Reference Number/ Remarks  | Marks  | Score  |
| 1  | The Firm Must demonstrate valid Proof of undertaking to having successfully implemented or supported the proposed ERP solution of similar project in at least 5 firms of similar industry (Sacco and Financial Institutions in the last 5 years. Information required on each project including: 1. Description/tittle of the project
2. Name of organization
3. Name of contact person and telephone number

**Each relevant site 5 marks** 1. 5-site 25 marks
2. 4-site 20 marks
3. 3-site 15 marks
4. 2- sites 10 marks
5. 1-site 5 marks
6. 0-sites 0 marks
 |     | 25  |   |
| 2  | Each bidder Must Submit copies of LPO or letters of award or signed contracts (At least 3 relevant site – 3 marks)  |    | 9  |   |
| 3  | The Bidder MUST provide a detailed project plan and how it will ensure quality assurance during the implementations and monitoring and performance evaluation of the implementing vendor.  |     |  1  |   |
|  4  | The Bidder MUST have carried out successful project management, implementation, andintegrations for the below systems;  |     |   |   |
|  a  | ERP System Integration to Electronic Document management system or Customer RelationshipManagement System  |    | 5  |   |
|  b  | Online Payment platforms such as M-Pesa, Mobile app Banks, Pay pal etc.  |   | 5  |   |
|  c  | Customer Web Portals integration with CRM, BI, Call centre and EDMS  |   | 5  |   |
| **5**  |  **Professional Qualifications (38 Marks)**  |  |  |   |
|  a  |  Project Manager must have successfully delivered 5 relevant and similar projects in the last 5yrs, else 3mks)  |    | 15  |   |
|  b  | Financial and Business Consultants must have delivered atleast 4 similar projects in the last 5yrs else 2.mks  |    | 8  |   |
|  c  | Supply Chain Consultants must have delivered atleast 3 similar projects in the last 5yrs else 2.5 mks |   | 7.5  |   |
|  d  | HR Consultant and Administration must have delivered atleast 3 similar projects in the last 5yrs else 2.5 mks  |   | 7.5  |   |
| **6**  |  **Work plan and Methodology (12 Marks)**  |   |   |   |
|  a  |  Technical Support Service & Value addition  |   |  3  |   |
|  b  |  Implementation Workplan  |   | 2  |   |
|  c  | Documentation & Quality Assurance Plan  |   | 2  |   |
|  d  |  Training & Deployment Approach  |   |  3  |   |
|  e  | Post implementation & Support Services  |   | 2  |   |
|   |   |  Total  | 100  |   |

As per section 86 (2) of the Public Procurement and Asset Disposal Act 2015, Citizen consultants or those entities in which Kenya citizens own at least 51% shares, shall be entitled to 20% of their total score in the evaluation, provided the entities or consultant have attained the minimum technical score.

FINANCIAL EVALUATION CRITERIA

Upon completion of the technical evaluation, the evaluation committee shall conduct a financial evaluation and comparison to determine the evaluated price of each tender.

The evaluated price for each bid shall be determined by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Taking the bid price in the tender form
2. Taking into account any minor deviation from the requirements accepted by a procuring entity.
3. Where applicable, converting all tenders to the same currency using the Central Bank of Kenya exchange rate prevailing at the tender opening date.
4. Note: Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

COMBINED TECHNICAL AND FINANCIAL EVALUATION

If the process was Quality Cost-Based Selection (QCBS), the combined formula in the RFP. The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following;

Sf = 100 x Fm/F in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are;

 T = \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Insert weight between 0.70 and 0.80] and

 P = \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Insert weight between 0.20 and 0.30]

Proposals are 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 to the Financial Proposal; T + P = 1) as following: S=StxT%+SfxP%

**Ranking of Tenders**

Tenders shall be ranked according to their evaluated scores and the successful tender shall be the responsive proposal with the highest score.

Award of tender

The winning bidder shall be the firm that shall attain the highest combined technical and financial score provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

Competitive negotiations as prescribed in the Public Procurement and Asset Disposal Act 2015 shall be conducted:

1. Where firms shall tie in the highest combined technical and financial score,
2. With tenders whose evaluated price are <25% above available bid.

 3.0 SECTION III GENERAL CONDITIONS OF CONTRACT

(a) Definitions

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

1. “The contract” means the agreement entered into between Kimisitu Sacco Ltd 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.
2. “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
3. “The services” means services to be provided by the Consultant including materials and incidentals which the tenderer is required to provide to Kimisitu Sacco Ltd under the Contract.
4. “Kimisitu Sacco Ltd” means the organization sourcing for the services under this Contract.
5. “The Consultant means the individual or firm providing the services under this Contract.
6. “GCC” means general conditions of contract contained in this section
7. “SCC” means the special conditions of contract
8. “Day” means calendar day
9. Application. These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.
10. Standards: The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements
11. Patent Right’s : The tenderer shall indemnify Kimisitu Sacco Ltd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof. (f) Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kimisitu Sacco Ltd the performance security where applicable in the amount specified in Special Conditions of Contract.

The proceeds of the performance security shall be payable to Kimisitu Sacco Ltd as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract. The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Kimisitu Sacco Ltd and shall be in the form of: a)A bank guarantee.

The performance security will be discharged by Kimisitu Sacco Ltd and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer’s performance of obligations under the contract, including any warranty obligations under the contract.

(g) Inspections and Tests

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

The inspections and tests may be conducted on the premises of the tenderer or its subconsultant(s). If conducted on the premises of the tenderer or its subconsultants(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Kimisitu Sacco Ltd.

Should any inspected or tested services fail to conform to the Specifications, Kimisitu Sacco Ltd may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to Kimisitu Sacco

Ltd.

Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

# h). Payment

Payments shall be made upon sign offs on specific milestones by the users and inspection done by the Project implementation team. The milestones are specified below:

|  |  |  |  |
| --- | --- | --- | --- |
| No.  | Major activity/Milestone  | Deliverable  | % payment of the total project cost  |
| 1.  | Project Preparation phase  | * Agreed and finalized project plan
* Inception report
* Core team training completion report
* Team profile finalization and mobilization sign off
 | 5%  |
| 2.  | Business Design  | Master list of processes * To-be process & gap analysis report
* Customization requirement report
* Master data structures
* Legacy systems integration report
* Change management requirement report & strategy
* Business design blueprint sign off
 | 10%    |
| 3.  | Configuration customization  | * Configuration document
* Integration and interface specification
* Authorization, security and access control specification
* Demonstration report
 | 25%      |
| 4.  | Training  | * Training requirement report
* Training curriculum
* Training schedule & completion report
 |
| 5.  | Integration Testing  | * Unit test report, integration test report, full load, stress test report & sign-off
* User acceptance protocol
* Integration testing of ERP
* System, user and other manuals
 |
| 6.  | Audit and quality control  | * Quality audit acceptance
* System quality assurance undertaking
* Action taken report
 |   |
| 7.  | Data Migration  | • Functional specifications for upload programs • Data migration methodology & completion  |
| 8.  | Usage read preparation  |  Functional help manual • Cut over strategy report. * Back up strategy and Disaster Recovery

Plan * Fail over system plan.
 | 50%   |
|   |   | • Test Report  |   |
| 9.  | Usage ready and support  | * ―Usage ready Sign Off • Action taken report.
* Transition quality gate(s) sign-off
 |
| 10.  |  Operations and managed services  | * Performance Evaluation report
* SLA report
* Action taken report.
* Transition plan
 | 10% to be retained and paid at the end. of the warranty period  |

1. Prices

Prices charged by the Consultant for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in Kimisitu Sacco Ltd request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

1. Assignment

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

1. Termination for Default

Kimisitu Sacco Ltd 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:

* 1. If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Kimisitu Sacco Ltd.
	2. If the tenderer fails to perform any other obligation(s) under the Contract.
	3. If the tenderer, in the judgment of Kimisitu Sacco Ltd has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

1. Termination of insolvency

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

#  Termination for convenience

1. Kimisitu Sacco Ltd by written notice sent to the Consultant may terminate the contract in whole or in part, at any time for its convenience. The notice

of Termination shall specify that the termination is for Kimisitu Sacco Ltd convenience, the extent to which performance of the Consultant of the contract is terminated and the date on which such termination becomes effective.

1. For the remaining part of the contract, after termination Kimisitu Sacco Ltd may elect to cancel the services and pay to the Consultant on agreed amount for partially completed services.
2. Resolution of disputes

Kimisitu Sacco Ltd and the Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

1. Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

1. Force Majeure

The Consultant 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.

1. Applicable Law.

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

1. Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party’s address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

# 4.0 SECTION IV: SPECIAL CONDITIONS OF CONTRACT

1. Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
2. Special conditions of contract with reference to the general conditions of contract.

|  |  |
| --- | --- |
| REFERENCE  |  SPECIAL CONDITIONS OF CONTRACT  |
| 3.1 Definitions  | Kimisitu Sacco Ltd is KIMISITU SACCO SOCIETY LIMITED( KIMISITU SACCO LTD) 1ST Floor AEA Plaza Valley Road, P.O Box 10454 00100, Nairobi. It includes its legal representative, successors, or assigns.  |
| 3.2 Table of Content and paginations  | All Tender documents must have a clear table of content and **MUST** be paginated / serialized.  |
| 3.3 Provision and Standard of service  | KIMISITU SACCO LTD’s Representative shall inspect the Consultant’s work and notify the Consultant of any defects that are found. Such inspection shall not affect the Consultant’s responsibilities. KIMISITU SACCO LTD’s Representative may instruct the Consultant to search for a defect and to test any Work that KIMISITU SACCO LTD’s Representative considers may have a defect. Should the defect be found, the cost of making good shall be borne by the Consultant. KIMISITU SACCO LTD’s representative will certify the works and only certified works shall qualify for payment. |
| 3.6 PerformanceSecurity  |  The Performance Security shall be in the amount of 10% of the Contract Price in the form of a Local bank guarantee or a proved Insurance Institution. The Performance security will be cashed if the tenderer shall not deliver the services as per the Schedule of Requirements and as per the Contract Agreement. If obtained from an international bank, the bank must have a local correspondence in Kenya and the performance security should be through the local correspondence. The performance Security shall be discharged by Kimisitu Sacco Ltd and returned to the tenderer not later than thirty (30) days following the date of completion of the Tenderer’s performance obligations under the Contract, including any warranty obligations  |
|  3.7. Delivery of Services/Inspection and Tests  |  The consultant shall provide for the proposed ERP solution, support and maintenance.   |

|  |  |
| --- | --- |
|   3.7.3 Non- Performance penalty  |  If the bidder does not administer the contract in whole or in part, KIMISITU SACCO LTD shall procure, upon such terms and in such manner as it deems appropriate, and without reference to the bidder, services similar to those undelivered, and the Consultant shall be liable to KIMISITU SACCO LTD for the actual costs incurred for such procured services. These costs shall be offset from the invoices provided by the Consultant. Non-performance shall also include:  |
| .  | 1.  | Failure by the Consultant to adhere to the set implementation/ Deployment timelines.  |
| .  | 2.  | Failure by the vendor to offer services/uptime as stipulated in the attached sample SLA during bidding.  |
|  3.8 Payment Terms & Conditions  |  | Payment shall be made by KIMISITU SACCO LTD upon successful completion of the contracted services as set out in the Terms of Reference.  |
|  | i.  | Subscription payments shall be done quarterly in equal instalments.  |
|  | ii. iii.  | Support of work –proof of payment shall be done by attaching Job Cards, Email print outs and such like. All other conditions of payments in KIMISITU SACCO LTD’s Finance Manual Policy and Procedures shall apply.  |
| 3.9 Prices  | There shall be no price adjustment for the duration of the Contract  |
|  3.10.1 Sub- Contract  |  The Consultant shall notify KIMISITU SACCO LTD 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 Consultant from any liability or obligation under this Contract.   |

|  |  |
| --- | --- |
| 3.12 Termination    | KIMISITU SACCO LTD may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:- 1. By Breach of Contract
2. The Consultant frequently fails to provide services of acceptable standards set by KIMISITU SACCO LTD in the performance of this Agreement and
3. The Consultant fails to perform any other obligation under this Agreement.

3. By Agreement: Either party may terminate the Agreement by giving to the other party Three (1) months’ notice in writing or payment of One (1) month the set fees and charges in lieu of such notice; On termination of this Agreement, howsoever terminated, the Consultant shall be permitted to remove all its equipment which may have been placed by the Consultant upon the employer’s premises.  |
|   |  b) **By Insolvency**  Either party may at any time terminate the contract by giving written notice to the other party in case of insolvency. c) **By Bankruptcy**  Either party may at any time terminate the contract by giving written notice to the other party in case of bankruptcy.  |
| 3.14 Resolution of Disputes  | Both parties shall agree on the appointment of an arbitrator for the resolution of any disputes, failure to concur, the arbitrators shall be appointed by the Chairman or vice chairman of the Chartered Institute of Arbitrators Kenya Branch.  |
| 3.18 Notices  | Where the Contract provides for Notice to be given to any party, such Notice shall be well and sufficiently given if given by way of: - 1. A letter posted by registered mail (airmail if international) to the postal address of the party concerned shown below, or delivered to that party by hand at the address shown below or;
2. An email sent to the email address of the party concerned shown below.

The addresses of the parties for Notices shall be: - KIMISITU SACCO LTD: PROCUREMENT DEPARTMENT, KIMISITU SACCO SOCIETY LIMITED(KIMISITU SACCO LTD) P.O. Box 10454 -00100 Nairobi Kenya or such other address as KIMISITU SACCO LTD may designate as its address for this purpose by Notice to the Consultant   |

**5.0 SECTION V TERMS OF REFERENCE**

#  5.1 INTRODUCTION

KIMISITU SACCO SOCIETY LIMITED (KIMISITU SACCO LTD) is a state corporation under the ministry of transport and infrastructure established by the Kenya roads Act 2007 with the core mandate of management, development, rehabilitation and maintenance of national urban trunk roads.

#  5.2 BACKGROUND

KIMISITU SACCO LTD wishes to invite tenders from qualified and committed firms to provide project management consultancy services for the upgrade Microsoft Dynamic 2016 ERP System installed at KIMISITU SACCO LTD according to the specifications described in this Tender.

KIMISITU SACCO LTD currently runs on MS Dynamics 2016. To this end, KIMISITU SACCO LTD intends to engage a reputable consultant in the provision of a robust ERP solution that meets the SACCO’S requirements. The described processes are typical functionalities required in the ERP solution which are indicative and not exhaustive. The bidder shall undertake scoping to ensure that the proposed ERP solution covers all the requirements, quality standards applicable to each functional area, statutes, rules and regulations applicable to the functions and the international best practice in each discipline.

The proposed solution will cover the below areas but not limited to;

1. Financial Management
2. Supply Chain Management
3. Credit Management
4. Human Resource and Administration
5. Audit Services
6. System Administration
7. Call Centre Management
8. Customer Relations Management
9. Marketing and Business Development Management
10. Business Intelligence
11. Project Management
12. Member Documentation Management
13. Policy, Strategy and Compliance Management
14. Comprehensive Training
15. ISO 9001: 2015
16. Enterprise Risk Management
17. Research and innovation
18. Corporate Social Responsibility
19. Front Office Services Management
20. Diaspora Membership Management
21. Data Protection Compliance
22. Environment and social Safeguard
23. Corporate communications
24. ICT
25. Legal Services

 Current Status of the ERP Solution and Business Processes

The SACCO currently runs on Microsoft Dynamics 2016 with the following modules:

1. Finance Management,
2. Credit and Loans appraisal Management
3. FOSA management
4. Call Centre Management
5. Membership Management
6. CRM
7. Mobile App management
8. Fixed Asset Management,
9. Procurement and Sourcing,
10. Internal Audit Management
11. Human Resource Management
	1. Organizational structure,
	2. Payroll, Leave,
	3. Performance Appraisal,
	4. Training Needs Assessment,
	5. Disciplinary and Reporting.

Each module has a set of workflows that allows user’s documents processing and approval on the system. KIMISITU SACCO LTD has opened Regional Satellite Offices which will be interconnected at Head Quarters through an MPLS Network and joined to a central domain server which is virtual in nature. It has a Data Center.

The Consultant is required to understand the current systems in place and establish existing gaps.

The Consultant should take users through the new modules by educating and training.

The proposed solution will cover requirements from all the departments in the SACCO.

The Consultant is required to provide a superior solution to the existing system, MS Dynamics 2019 and train technical and end users. The successful bidder should engage with the SACCO and agree on a schedule where both parties MUST commit themselves to an agreed time frame. The project should be completed within twelve (12) months after project contracting. Bidders will be required to provide post implementation support and maintenance services for one (1) year, the cost of which should be included in the contract sum.

# Objectives of the assignment

To enhance service delivery the SACCO desires to:

1. To ensure that the Sacco upgrades to the required System applications and the required licenses.
2. To ensure successful ERP a upgrade, implementation with a licensed modern Enterprise Resource Planning System and a database management system that will address the automation of the entire organization. It is envisaged that the ERP will be available to internal users at Headquarters, users at the Ten Regional Offices around the country while customers and stakeholders will access part of the system through a web portal.

 **Scope of Implementation work required.**

The Scope of work entails and not limited to implementation of the following main elements at KIMISITU SACCO LTD HQs and Regional offices as per the Specifications. The Consultant will be required to review comprehensively all the current implementation, requirements documents, identify gaps, re-engineer processes with an aim of improving the overall performance of the systems, code conversions and reorganization as well as data migration.

1. Lead the Collection, verification, compilation, and validation of all technical and functional and integration requirements.
2. Effective implementation of the project activities according to agreed work plans, milestones, and performance targets between the Vendors and all the project stakeholders within the specified time frame and budget.
3. Ensure that secure coding practices, including security training and reviews, are incorporated into each phase of the software development/implementation life cycle.

vi. Required to ensure proper data migration strategies are employed to maintain data integrity, completeness, availability, and usability as and when required.

1. Ensure security and performance issues are addressed throughout the project.
2. Stakeholder management- Required to set up appropriate communication channels and review mechanisms amongst the project stake holders to ensure smooth implementation of the systems/s. This includes liaison with ERP vendor and all the integrated solution vendors.
3. Project monitoring, reporting and communicating learnings throughout the implementation phase.
4. Project control and risk management by putting in place mitigations that prevent risks identified and addressed on time.
5. Organize project closure workshop and report of the project capturing learnings and recommendations.
6. Required to plan, assist and guide to formulate strategy in the planning for the Human Capital requirements in terms of developing skills of the staff and identification of training needs (Knowledge Transfer to staff).
7. Required to coordinate meetings, monitoring, evaluation and reporting project progress to Management Steering Committee.
8. Act liaison with the sponsor to ensure resources are available to deliver the project within the set timelines/constraints.
9. Required to manage quality assurance processes and procedures to ensure efficiency, validity, value and functional performance of the ERP/Integrations.
10. Required to plan, assist, guide and formulate strategy for user acceptance tests. xiv. Required to ensure that the process of switching over to the new systems is well planned and smooth with minimal or no service disruption.
11. Required to identify the deviations in the implementation, devise action plans to make sure of adherence to implementation schedules and strategies.
12. Required to ensure best value for money and properly functional system/s that meets user expectations and possible future needs.
	1. Business User Training
	2. Administrators & Super Users
13. Required to carry out all other tasks/activities necessary and incidental to the In liaison with the project steering committee, approve the threshold for go live xx. Carry out a post implementation review and file the report xxi. Develop project Completion Report Project Implementation Services Implementation and customization of various modules and reports

User Acceptance Testing (UAT)

Data Migration from current data formats

Test & Live Implementation

Launch and Go Live hand holding support.

Integration with existing systems – (E-board, RMS, EDMS)

The proposed ERP solution should be able to conform to the following minimum functionalities in each thematic area. The detailed technical specifications/features are captured in next section.

Financial management

* + - 1. General Ledger
			2. Accounts Receivable
			3. Accounts Payable
			4. Payments and Reconciliation
			5. Costing
			6. Cash and Treasury Management
			7. Bank transactions including reconciliation.
			8. Budgeting and variance analysis
			9. Assets accounting
			10. Taxation, duties and levies
			11. Banking
			12. Fund Management
			13. Tracking of funds utilization
			14. Preparation of utilization reports
			15. Trial Balance
			16. Cost Centre Accounting
			17. Imprest processing
			18. Internal Order cost controlling
			19. Project management
			20. Statutory reporting- interface with other systems to facilitate statutory reporting
			21. Human Resource management and administration
			22. Organization structure and establishment
			23. Employee master database
		1. Recruitment management
		2. Training and development
		3. Payroll administration
		4. Benefits administration
		5. Retirement/resignation/termination and death cases
		6. Human capital planning
		7. Disciplinary action rules (Dar) and vigilance
		8. Medical insurance and group life assurance
		9. General insurance
		10. Employee transfer, postings and promotion
		11. Leave administration.
		12. Time management (attendance system)
		13. Statutory reporting - interface with other systems for statutory reporting
		14. Performance management
		15. Document management system
		16. Security management and biometric access control
		17. Occupational safety and health
		18. Career and succession planning tool
		19. Property management and maintenance
		20. Fleet management
		21. Employee self-service

aa. Asset management and distribution

bb. Asset maintenance

cc. Asset tagging and allocation among others aa. Replacement, scrapping and decommissioning.

dd. Physical verification and reconciliation

ee. Surveys such as employee satisfaction, work environment, gender mainstreaming among others.

# Risk assessment

1. Reporting to the Risk Management Committee
2. Reporting to the Audit and Risk Committee
3. Integration with the risk management system

# Supply Chain Management

1. Procurement and asset disposal planning
2. Procurement plan monitoring
3. Registration of suppliers
4. Purchase/stores requisition management
5. Sourcing of goods works and services.
6. Evaluation process
7. Preparation of professional opinions
8. Award of contracts
9. Procurement and contract management
10. Contract administration, implementation, and monitoring
11. Inventory management
12. Supplier performance management
13. Store issues and stock taking
14. Board of survey
15. Inspection and acceptance
16. Statutory reporting- interface among other systems used for statutory reporting. q. Sale or disposal of assets

# Strategic planning

1. Development of the strategic plan
2. Implementation, monitoring and reporting.
3. Evaluation and review
4. Stakeholder analysis

# Performance contracting

1. Development of the performance contract
2. Implementation, monitoring and reporting.
3. Evaluation

# Monitoring and evaluation process

1. Planning
2. Execution
3. Reporting

# Policy formulation, analysis and review

1. Development
2. Approval
3. Implementation
4. Monitoring and evaluation
5. Review

# Business research

1. Planning
2. Research execution
3. Analysis
4. Reporting
5. Implementation of research recommendations.
6. Project Management
7. Legal services
8. Integrate with the e- Board system.
9. Legal compliance matters.
10. Preparation of legal documents including contracts.
11. Governance audit and related issues

## 6.0 Post Implementation Services

1. Annual Technical Support (ATS) for Application Software and Users
2. Additional Customization, add-ons setup and upgrade rollout
3. Supply of additional Licenses for Packaged Solution Modules
4. Warranty for the ERP System and Database system supplied.

#  5.3 METHODOLOGY

The bidder should clearly provide information regarding the proposed implementation methodology. This should be framed in terms of the various stages associated with the implementation. In addition, the bidder should identify the tools utilized for maintaining the

B.WORK METHODOLOGY

Tenderers to Submit of a brief work methodology. The methodology shall be well-defined and structured in approach. It should adhere to the globally accepted best practices of ERP implementation and should cover the following broad phases or work elements.

1. Project Preparation.
2. System Study/Business Process Design. /scoping
3. Realization/configuration/customization/development. Integration, Testing and Acceptance. (Validation)
4. Data extraction, transformation and migration.
5. (User and Technical training.
6. User adoption and support.
7. System stabilization support.
8. Post implementation support.

#  6.0 SECTION: VI - PRICE SCHEDULE

The bidders are required to provide their price breakdown as tabulated.

|  |  |  |  |
| --- | --- | --- | --- |
| NO  | DESCRIPTION  | QUANTITY  | TOTAL  |
| 1.  | Provision of ERP upgrade ProjectManagement Consultancy Services  |  No.  |   |
|  |  Sub Total  |   |   |
|  |  Add Taxes  |   |   |
| TOTAL  |   |   |

No correction of arithmetic errors.

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

NB: ALL Prices quoted must be inclusive of VAT.

 Tenderer’s Name (Company)

 Signature & Rubber stamp:

 Date: ……………………………………Project Delivery Period: ……………………

# 8.0 SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and Kimisitu Sacco Ltd in accordance with the instructions to tenderers or general conditions of contract.
3. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to Kimisitu Sacco Ltd and pursuant to the – conditions of contract.
4. The principal’s or Certification as a Project Manager form should be completed by the principal or the Project Manager, as appropriate in accordance with the tender documents.
5. Grand total cost transferred to form of tender inclusive of all taxes and other related charges for the Project Management Consultancy Services

# 8.1 FORM OF TENDER

Date

Tender Number: ……………………………….

To: …………………………………

 ………………………………………..

[Name and address of procuring entity] Gentlemen and/or Ladies:

1. Having examined the tender documents including Nos.. [insert numbers, the of which is

 hereby duly acknowledged, we, the undersigned, offer to

provide…………………………………………….. [description of services] in conformity with the said tender documents for the sum of……………………………

[ total tender amount in words and …………………………………………………..figures

] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

1. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
2. If our Tender is accepted, we will obtain the performance guarantee in a sum equivalent to Percent of the Contract Price for the due performance of the 4 Contract, in the form prescribed by (Procuring entity).
3. We agree to abide by this Tender for a period of ……….[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Designation……………………………………Sign……………..Date………………..

# 8.2 CONTRACT FORM

THIS AGREEMENT made the \_day of 20 between………… [Name of procurement entity] of ………………. [Country of Procurement entity](Hereinafter called

“Kimisitu Sacco Ltd”) of the one part and …………………… [Name of tenderer] of

….………. [City and country of tenderer](Hereinafter called “the tenderer”) of the other part.

WHEREAS Kimisitu Sacco Ltd invited tenders for certain materials and spares.

Viz……………………..[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of ………………………………………[contract price in words and figures] NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
3. the Tender Form and the Price Schedule submitted by the tenderer.
4. the Schedule of Requirements.
5. the Technical Specifications.
6. the General Conditions of Contract.
7. the Special Conditions of Contract; and (f) Kimisitu Sacco Ltd Notification of Award.
8. In consideration of the payments to be made by Kimisitu Sacco Ltd to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Kimisitu Sacco Ltd to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract.
9. Kimisitu Sacco Ltd hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by…………….the………………………(for Kimisitu Sacco Ltd) Signed,

sealed, delivered by…………………..the (for the tenderer) in the presence of .

# 8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a). 2(b) or 2(c) whichever applies 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. .........................…..Email address …………………….

Nature of business..........................................................................................................

 Current Trade Licences No. ................................Expiring date ......................

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:

Give details of partners as follows:

Name Nationality Citizenship Details•

 Shares

1. ......................................................................................................................

1. .........................................................................................................

 3. .....................................................................................................................

4. ...................................................................................................... ................................

Part 2(c) - Registered Company:

Private or Public ......................................................................................

State the nominal and issued capital of the company-

Nominal Kshs. ....................................................................................................

Issued Kshs. .........................................................................................................

Give details of all directors as follows:

 Name Nationality Citizenship Details• Shares

1............................................................................................................................................

2. .......................................................................................................................................

3...........................................................................................................

4........................................................................................................... ...................

* Attach proof of citizenship (Compulsory)
* Attach certified copy of Form CR12 (Compulsory)

**Part 3: Interest in the Firm:**

Is there any person / persons in the KIMISITU SACCO SOCIETY LIMITED (KIMISITU SACCO LTD) who has interest in this firm? Yes /No\*\*………………………….

I certify that the information given above is correct.

 .............................. ..............................................................

 Date Signature of Bidder

 • \*\* Delete as necessary

# 8.5 PERFORMANCE SECURITY FORM

To: …………………………………………………………………………………………

[name of Kimisitu Sacco Ltd] WHEREAS……………………………….[name of tenderer]

 (hereinafter called “the tenderer”) has undertaken, in pursuance

 of Contract

No. [reference number of the contract] dated ……….20…. to supply…………………………………………………………………………………

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of……………………………………………………. [amount of the

guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of…………….. [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

 This guarantee is valid until day………… of…………… 20 ……

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

 (Amend accordingly if provided by Insurance Company)

# 8.6 CERTIFICATION AS A PROJECT MANAGER FORM

 To [name of Kimisitu Sacco Ltd] ………………….

WHEREAS …………………………………………………………[ name of the

 Project Manager] who are established and reputable Project Managers of

………………….. [name and/or description of the goods] having factories at …………… [address of factory] do hereby authorize

………………………… [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No.

………………………. [reference of the Tender] for the above goods manufactured by us.

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

[signature for and on behalf of Project Manager]

Note: This letter of SACCO should be on the letterhead of the Project Manager and should be signed by a person competent.

# 8.7 DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-consultants/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

 Dated this day of 20

(Name of company) (Signature(s)

# 8.8 POWER OF ATTORNEY

 To [Kimisitu Sacco Ltd] ………………….

Note: This power of attorney should be on the letterhead duly signed and stamped nominating a to transact and sign document on behalf of your company.

# 8.9 : ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM

 I/We …………………………………………………………………………… of Post Office Box …………………………………………………………. declare that I/ We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We ……………………………………………………………………….. Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with tender No.

………………………………………………. for or in the subsequent performance of the contract if

I/We am/are successful.

Signed by ……………………………… C.E.O. or Authorized Representative. Name …………………………………………….. Designation………………………………..

Signature……………………………………. Date………………………………………..

In case of sub-contracting

Signed by ………………………………….. CEO of the firm to be subcontracted

Name…………………………………………… Designation……………………………………..

Signature…………………………………. Date………………………………………..