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| EOI NAME | TENDER FOR THE PROVISION OF SYSTEMS SECURITY AUDIT AND PENETRATION TESTING CONSULTANCY SERVICES. |
| TENDER NO: | KSSL/EOI-SSA&PT/04/24 |
| TENDER CLOSING DATE | MONDAY JUNE 3, 2024, 2.30 PM |
| TENDER TIME | AT 2.30 PM |

A complete tender document can be obtained from www.kimisitusacco.or.ke and via SRM Hub, www.srmhub.com upon payment of a non-refundable fee of two thousand Kenya shillings (Ksh. 2,000) which must be paid to Kimisitu Sacco Society Limited through MPESA as follows:

1. GO TO LIPA NA M-PESA

2. PAYBILL

3. BUSINESS NUMBER: 4069539

4. ACCOUNT NUMBER: 2022TPL

Interested eligible candidates may obtain further information and inspect the tender documents online from Thursday May 16, 2024, until Monday June 3, 2024, before closing time at 2.30 pm

The tender process will be conducted electronically, and all bids MUST be submitted through SRM hub. Interested and eligible firms who wish to participate in the tenders must visit www.kimisitusacco.or.ke; www.srmhub.com; under the tab written “E-Procurement”. More information will be available on this link.www.kimisitusacco.or.ke; www.srmhub.com request for any additional information should be addressed to:

**The Chief Executive Officer**

**Kimisitu Sacco Society Limited**

**P.O. Box 10454- 00100 Nairobi.**

All submission must reach us on or before Monday June 3, 2024, the tender will be opened virtually soon thereafter at 3.30 P.M in the presence of the bidders’ representatives who choose to attend.

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# **SECTION II INSTRUCTIONS TO TENDERERS**

2.1 **Eligible tenderers**

2.1.1. **Eligibility to participate in the Tender**: This Tender is open to the public and all the prospective bidder's duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. KIMISITU SACCO LTD, ’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the 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 under this Invitation for tenders.

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

2.2 Cost of tendering

2.2.1 The 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.

2.2.2 The price to be charged for the tender document shall not exceed Kshs.2,000/=

2.2.3 KIMISITU SACCO LTD, shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

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

1. Instructions to tenderers
2. General Conditions of Contract
3. Special Conditions of Contract
4. Schedule of Requirements
5. Details of service
6. Form of tender
7. Price schedules
8. Contract form
9. Confidential business questionnaire form
10. Tender security form
11. Performance security form
12. Principal’s or manufacturers authorization form
13. Declaration form

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

2.4 Clarification of Documents

* + 1. A prospective candidate making inquiries of the tender

document may notify KIMISITU SACCO LTD, in writing or by post, fax or email at KIMISITU SACCO LTD, ’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 Kimisitu Sacco Society Limited 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”

* + 1. KIMISITU 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**

* + 1. At 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.

* + 1. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
    2. 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**

2.6.1. The 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. Tender security furnished is in accordance with Clause 2.12
4. Confidential business questionnaire

**2.8 Form of Tender**

2.8.1 The 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**

* + 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. Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
    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.
    4. Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
    5. Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
    6. Price variation requests shall be processed by KIMISITU SACCO LTD, within 30 days of receiving the request.

**2.10 Tender Currencies**

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

**2.11 Tenderers Eligibility and Qualifications.**

* + 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. The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to KIMISITU SACCO LTD, ’s satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

**2.12 Tender Security**

* + 1. The tenderer shall furnish a tender security for the amount and form specified in the Invitation to tender as part of its tender.
    2. The tender security shall be in the amount not exceeding 2 percent of the tender price.
    3. The tender security is required to protect KIMISITU SACCO LTD, against the risk of the Tenderer’s conduct which would warrant the security’s forfeiture, under paragraph 2.12.7
    4. The tender security shall be denominated in Kenya Shillings or another freely convertible currency and shall be in the form of:

a) A bank guarantee.

* + 1. Any tender not secured in accordance with paragraphs 2.12.1 and 2.12.3 will be rejected by KIMISITU SACCO LTD, as non-responsive, pursuant to paragraph 2.20
    2. Unsuccessful tenderer’s security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KIMISITU SACCO LTD,
    3. The successful tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
    4. The tender security may be forfeited:

1. If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the

Tender Form; or

1. In the case of a successful tenderer, if the tenderer fails:
2. to sign the contract in accordance with paragraph 30 or
3. to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

**2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 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 the Procuring entity 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. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

**2.15 Submission and Marking of Tenders**

2.15.1 All tender original documents shall be submitted electronically via the SRM ([www.srmhub.com](http://www.srmhub.com));

2.15.2 All the tender forms shall be addressed to KIMISITU SACCO LTD, at the address given in the invitation to tender bear, tender number, and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (Monday, June 3, 2024, 2.30 Pm),”

**2.16 Deadline for Submission of Tenders**

* + 1. Tenders must be received by Kimisitu Sacco Society Limited Sacco at the address specified under paragraph 2.15.2 no later than (**Monday June 3, 2024, 2.30 Pm**)
    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.
    3. Bulky tenders be zipped and submitted electronically.

**2.17 Modification and withdrawal of tenders**

* + 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. 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.
    3. No tender may be modified after the deadline for submission of tenders.
    4. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.
    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.
    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.
  1. **Opening of Tenders**

All tenders shall be opened virtually in the presence of tenderers’ representatives who choose to attend, on ***Monday June 3, 2024, 3.00 Pm*** and all the attendees to provide their respective emails in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

* + 1. The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KIMISITU SACCO LTD, at its discretion, may consider appropriate, will be announced at the opening.
    2. 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**

* + 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. Any effort by the tenderer to influence KIMISITU SACCO LTD, in the KIMISITU SACCO LTD, ’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers’ tender

**2.20 Preliminary Examination and Responsiveness**

* + 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. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. if the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
    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.
    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, ’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
    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**

2.21.1 Where 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.

* + 1. KIMISITU SACCO LTD, will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
    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.
    3. KIMISITU SACCO LTD, ’s evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph
    4. and in the technical specifications:
       1. operational plan proposed in the tender;
       2. deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 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. Tenders offering to perform longer than the 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.

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
4. Shall not be debarred from participating in public procurement.

2.23. **Contacting KIMISITU SACCO LTD**,

* + 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. 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

2.24.1 In 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.

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

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer’s tender, in which event 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

2.24.3 Subject 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.

2.24.4 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 the procuring entity’s 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 Any tenderer found to have provided false information regarding its qualifications in the tender document or who refuses to enter into a contract after being awarded, will face potential 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, KIMISITU SACCO LTD, 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 31, KIMISITU SACCO LTD, will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as 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.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from 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,

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KIMISITU SACCO LTD, may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 KIMISITU 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.

2.28.2 KIMISITU 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;

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

# **Appendix to instructions to tenderers**

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

|  |  |
| --- | --- |
| Instructions to tenderers | Particulars of appendix to instructions to tenderers |
| 2.1 Eligible tenderers | This tender is open to the public |
| 2.10 Tender Currencies | Kenya Shillings or any other easily convertible currency. |
| 2.11 Tenderers Eligibility and Qualifications. | Tenderer has the financial and technical capability necessary to perform the contract. |
| 2.24 Award of Contract | 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. |

**SECTION III GENERAL CONDITIONS OF CONTRACT**

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# **SECTION III GENERAL CONDITIONS OF CONTRACT**

3.1 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 contractor including materials and incidentals which the tenderer is required to provide to KIMISITU SACCO LTD, under the Contract.
4. “The Procuring entity” means the organization sourcing for the services under this Contract.
5. “The contractor 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
   1. Application

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

* 1. Standards

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

* 1. 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 the use of the services under the contract or any part thereof.

* 1. Performance Security

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

* + 1. 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.
    2. 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.

3.6.4 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.

3.7 Inspections and Tests

* + 1. 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.
    2. The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KIMISITU SACCO LTD,
    3. 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,
    4. Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

* 1. Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in KIMISITU SACCO LTD, ’s request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by a 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, ’s prior written consent.

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

* 1. **Termination for convenience** 
     1. KIMISITU SACCO LTD, by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
     2. For the remaining part of the contract after termination KIMISITU SACCO LTD, may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.
  2. **Resolution of disputes**

KIMISITU SACCO LTD, ’s and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

* 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.

# **SECTION IV SPECIAL CONDITIONS OF THE CONTRACT**

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict in Systems Security Audit and Penetration Testing between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

|  |  |
| --- | --- |
| General conditions of contract reference | Special conditions of contract |
| 3.8 Payment | Payment will be upon determination to  KIMISITU SACCO LTD, ’s satisfaction that Performance under this tender has been achieved |
| 3.9 Prices | No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties. |
| 3.14 Governing Language | The contract shall be written in the English language. |
| 3.17 Applicable Law | Contract shall be interpreted in accordance with the laws of Kenya |
| 3.18 Notices | Indicate addresses of both parties |

# **SECTION V – SCHEDULE OF REQUIREMENTS**

|  |  |
| --- | --- |
| ITEM | DESCRIPTION |
| 1. | EOI FOR THE PROVISION FOR SYSTEMS SECURITY AUDIT AND PENETRATION TESTING CONSULTANCY SERVICES. |

# **SECTION VI : TECHNICAL SPECIFICATION**

**1.0. Legal framework**

KIMISITU is a Savings and Credit Co-operative Society registered under the Co-operative Societies Act (Cap 490) Laws of Kenya. The Sacco was established in 1985 by staff of ICRAF and IDRC. Later membership was opened to staff of Non-Governmental Organizations (NGOs), International Organizations, International Development Agencies, Embassies, High Commissions and Missions. Today the common bond has been opened for reputable organizations in Kenya with 3 employees and above and also to members’ spouses. As at December 2023, Kimisitu Sacco has a membership of over 14000 drawn from over 380 organizations in Kenya and an Asset base of over 11.05 billion. The Sacco therefore attained tier one rating by SASRA in 2017.

**1.2 Background & Purpose of this Review**

1. A key strategic focus of the Sacco is to attain excellent customer service and satisfaction by providing innovative products and services, which are to be delivered through diverse service distribution channels that leverage on excellent information and communication technology platforms.
2. Financial institutions have recently experienced an increase in cybercrimes in their business environments. Most of these frauds have been as result of the increasing use of technology-based products and services.
3. While technology remains to be a strategic service delivery channel to the members’, the Board is also cognizant of the significant exposures emanating from the various banking systems’ solutions.

**1.3 Scope of The Assignment**

For this reason, the Society intends to carry out a comprehensive Systems Security Audit and Penetration Testing with a view to among others:

1. Provide assurance on the control environment of all the Society’s SYSTEMS SECURITY AUDIT AND PENETRATION TESTING Systems including but not limited to the ERP System, Mobile banking solutions and Internet Banking Solutions and any third-party integrated solutions.
2. Evaluate the security of IT infrastructure, including hardware, software, and network components.
3. Assess the effectiveness of current security measures and policies.
4. Identify potential threats and vulnerabilities in the system.
5. Test the ability of the systems to withstand external and internal attacks.
6. Provide detailed recommendations for improving security and mitigating risks.
7. Identify any inherent vulnerabilities and/ or areas of improvements on Society’s SYSTEMS SECURITY AUDIT AND PENETRATION TESTING Systems.
8. Carry out Penetration Testing of the ERP System, Mobile Banking (USSD and Application) and Internet banking.
9. Recommend measures the Sacco should put in place so as to prevent and/ or mitigate against Cyber Security and other SYSTEMS SECURITY AUDIT AND PENETRATION TESTING Security related risks.

**1.3.1 Scope of Work:**

1. Provide assurance on the control environment of all the Society’s SYSTEMS SECURITY AUDIT AND PENETRATION TESTING Systems including but not limited to the ERP System, Mobile banking solutions and Internet Banking Solutions.
2. Identify any inherent vulnerabilities and/ or areas of improvements on Society’s SYSTEMS SECURITY AUDIT AND PENETRATION TESTING Systems.
3. Carry out Penetration Testing of the ERP System, Mobile Banking (USSD and Application) and Internet banking.
4. Recommend measures the Sacco should put in place to prevent and/ or mitigate against Cyber Security and other SYSTEMS SECURITY AUDIT AND PENETRATION TESTING Security related risks.

**1.3.2 Audit Scope:**

1. Review of IT policies and procedures.
2. Assessment of network architecture and configuration.
3. Evaluation of hardware and software security.
4. Examination of data protection measures.
5. Review of user access controls and identity management.
6. Analysis of incident response and recovery procedures.

**1.3.3 Policy and Procedure Review:**

1. Evaluate existing IT policies and procedures for completeness, relevance, and compliance with industry standards.

**1.3.4 Network Architecture Assessment:**

1. Analyze network topology and architecture.
2. Assess firewall configurations, VPNs, and network segmentation.

**1.3.5 Hardware and Software Security Evaluation:**

1. Review the security configurations of servers, workstations, and mobile devices.
2. Evaluate the patch management process for operating systems and applications.

**1.3.6 Data Protection and Encryption:**

1. Assess the implementation of data encryption at rest and in transit.
2. Review data backup and recovery procedures.

**1.3.7 User Access Controls:**

1. Evaluate user authentication mechanisms (e.g., multi-factor authentication).
2. Review user roles and permissions for compliance with the principle of least privilege.

**1.3.8 Incident Response and Recovery:**

1. Review the incident response plan and procedures.
2. Assess the effectiveness of disaster recovery and business continuity plans.

**1.4 Penetration Testing Scope:**

1. External Penetration Testing: Testing from outside the organization to simulate real-world attacks.
2. Internal Penetration Testing: Testing from within the organization to identify vulnerabilities that could be exploited by insiders.
3. Web Application Testing: Testing the security of web applications for vulnerabilities like SQL injection, cross-site scripting, etc.
4. Network Testing: Testing the security of network components such as firewalls, routers, and switches.
5. Social Engineering: Assessing the susceptibility of staff to social engineering attacks.
6. External Penetration Testing:
   1. Simulate attacks from external threat actors targeting public-facing systems.
   2. Test for common vulnerabilities such as open ports, weak passwords, and outdated software.
7. Internal Penetration Testing:
   1. Simulate insider threats to identify internal vulnerabilities.
   2. Test the security of internal systems and network segmentation.
8. Web Application Testing:
   1. Test web applications for vulnerabilities such as SQL injection, cross-site scripting (XSS), and cross-site request forgery (CSRF).
   2. Evaluate the security of application programming interfaces (APIs).
9. Network Penetration Testing:
   1. Test the security of network components including routers, switches, and firewalls.
   2. Assess wireless network security, including WPA/WPA2 encryption and rogue access points.
10. Social Engineering:
    1. Conduct phishing simulations and other social engineering attacks to assess employee awareness and training.

**1.3.4 Review Scope of Work:**

The systems under the scope shall include but not limited to:

1. Microsoft Navision ((ERP) System
2. Mobile Banking Solution with Mobile Financial Mobile Solutions (Safaricom)
3. M-Kimisitu Mobile Banking Solution with Coretec Systems & Solutions.
4. Cash and Cheque Deposit Solution with various banks.
5. Web Portal - Access Kenya
6. Text Messaging System
7. Any other service and/ or product within the SYSTEMS SECURITY AUDIT AND PENETRATION TESTING Audit Universe which could be vulnerable to SYSTEMS SECURITY AUDIT AND PENETRATION TESTING Security Risks including Backup and recovery sites.

At the end of consultancy, the System Auditor is required to submit a report containing detailed observations on aforementioned areas as well as suggested areas during preliminary meetings with the management. In addition, a detailed roadmap / recommendation for improvements in risk areas identified are also required, thus the report which should include;

**2.0 Scope on the General Controls.**

1. Application access – Segregation of duties, Database & Application access etc.
2. Maintenance access – Vendor engineers.
3. Physical access – Permissions, logging, exception reporting & alerts.
4. Environmental controls – Fire protection, AC monitoring etc.
5. Fault resolution mechanism.
6. Folder sharing and Back-up controls – Safeguard critical information on local desktops.
7. Incidences of violations & corrective actions taken

**2.0.1 Software Change Control – It must include.**

1. User awareness
2. Processing of new feature request
3. Fault reporting / tracking mechanism & process for resolutions
4. Testing of New releases / Bug-fixes – Testing process (automation level)
5. Version Control – History, Change Management process etc.
6. Development / Test/ Production environment – Segregation
7. New release in Production – Promotion, Release note approvals
8. Production issues / disruptions reported during last year & corrective actions taken.

**2.0.2 Data communication / Network controls – It must include.**

1. Network Administration – Redundancy, Monitoring, breakdown resolution etc.
2. WAN Management – Connectivity provisions for business continuity.
3. Encryption - Router based as well as during transmission.
4. Connection Permissions – Systems Security Audit and Penetration Testing on need to have basis.
5. Fallback mechanism – Dial-up connections controls etc.
6. Hardware based Signing Process
7. Incidences of access violations in last year & corrective actions taken.

**2.0.3 Security Controls – General office infrastructure – It must include.**

1. Security Policy & quality of implementation of the same
2. LAN security control and monitoring
3. ERP, OS & Database Security controls & monitoring
4. Internet connection controls – Firewall protection, Intrusion Detection System, Access rights and privileges.
5. Virus protection – Controls to mitigate the Virus attacks / Outbreaks.
6. Secured email digitally signed or otherwise, Email Archival Implementation
7. Incidents of security violations in last year & corrective actions taken
8. Access policy and controls
9. Electronic Document controls
10. General Access controls
11. Authenticity of the IT systems both hardware and software

**2.0.4 Performance audit – It must include.**

1. Review changes in transaction volumes within the IT Systems notably the ERP, Email system, and online banking.
2. Review of systems (hardware, software, network) performance over period
3. Review of the current volumes against the last Performance Test performed.
4. Advice whether the current system can effectively and efficiently handle the current volumes.

**2.0.5 Business Continuity / Disaster Recovery Facilities – It must include.**

1. BCP manual, including Business Impact Analysis, Risk Assessment and DR process, what would be the impact to business in case of disaster.
2. Implementation of policies
3. Back-up procedures and recovery mechanisms using back-ups.
4. Storage of Back-up (Remote site, DRS etc.)
5. Redundancy – Equipment, Network, Site etc.
6. DRS installation and Drills - Management statement on targeted resumption capability (in terms of time required & extent of loss of data)., Evidence of achieving set targets in event of disaster scenarios.

**2.0.6 IT Support & IT Asset Management – It must include.**

1. Utilization monitoring – including a report of prior year utilization.
2. Capacity planning – including projection of business volumes.
3. IT (S/W, H/W & N/W) Assets, Licenses & maintenance contracts
4. Insurance
5. Any other Item recommended by the System Auditor as well as any other specific information given by the SACCO.

**2.0.7 User Skill Gaps**

1. Evaluate the IT Competency of the organization staff.
2. Adherence to organization SYSTEMS SECURITY AUDIT AND PENETRATION TESTING policy by End users
3. All the staff

**3.0. Deliverables and Schedule**

The Audit report should have explicit coverage of each Major Area mentioned in the TOR, indicating any Nonconformity (NCs) or Observations (or lack of it). For each section – the auditor should also provide qualitative input about ways to improve the process, based upon the best practices.

The scope of the review is expected to reflect on a comprehensive coverage of KIMISITU SACCO LTD, and all the System Vendors supporting services where their systems have been integrated with the Society’s ERP System. The systems under the scope shall include but not limited to:

1. Microsoft Navision ((ERP) System
2. Kimisitu Sacco Mobile Banking Solution -Application and USSD
3. Web Portal - Access Kenya
4. Customer Relationship Management
5. Call Centre
6. Electronic Document Management
7. Text Messaging System
8. Any other service and/ or product within the SYSTEMS SECURITY AUDIT AND PENETRATION TESTING Audit Universe that could be vulnerable to SYSTEMS SECURITY AUDIT AND PENETRATION TESTING Security Risks.

**The areas of review should include but not limited to:**

1. Identification of systems & applications in scope.
2. Review of Process Integrity – Mapping of process flows, assessment of the design and implementation of controls for each business process.
3. Review of Application Security i.e. adequacy of the security design and security management processes e.g. Password management, encryptions, patch management etc.
4. Review of Infrastructure Integrity that supports the solutions end to end.
5. Operating systems,
6. Database security design,
7. Servers – security configurations & effectiveness of controls in place
8. Network security design as well as the
9. General IS controls surrounding the management of the mobile application e.g. as regards change management, user access administration policies and procedures, backup policies, password management, business continuity planning etc.
10. Carry out Penetration Testing of the ERP System, Mobile Banking (USSD and application) and Internet banking.
11. Incident Management Policy and Communication.
12. Review reports on due diligence and background checks conducted by the system vendors on the key personnel managing the mobile solutions
13. Reports on Cyber Threats Vulnerability Assessment and Penetration tests done by the system vendors on the applications and/ or systems.
14. Any other reports on SYSTEMS SECURITY AUDIT AND PENETRATION TESTING Security Reviews on the Vendor’s systems including those on Forensic Investigations in the past.
    1. **Team Composition and Responsibilities**
15. **Audit Team**: List the members of the audit team, their roles, and responsibilities and attach CVs.
16. **Penetration Testing Team**: List the members of the penetration testing team, their roles, and responsibilities, and attach CVs.
17. **Client Responsibilities**: Outline the responsibilities of Kimisitu Sacco, such as providing access to systems, documentation, and personnel.

**5.0 Confidentiality and Data Security**

1. **Confidentiality Agreement**: Requirement for signing a confidentiality agreement to protect sensitive information.
2. **Data Security Measures**: Ensure that all data collected during the audit and testing is securely handled and stored.

**6.0 Evaluation and Reporting**

1. **Progress Reports**: Regular updates on the progress of the audit and testing.
2. **Final Report**: Detailed final report with all findings and recommendations.
3. **Feedback Mechanism**: A process for Kimisitu Sacco to provide feedback on the findings and recommendations.

**7.0 EVALUATION CRITERIA**

1. Mandatory Criteria

|  |  |  |
| --- | --- | --- |
| S/No. | Particulars | REMARK ( X/√) |
| 1 | Declaration form filled, signed, and stamped |  |
| 2 | Confidential Business Questionnaire fully filled |  |
| 3 | A valid Business permit (proof of payment of the same will not be considered as a valid business permit). |  |
| 4 | Company profile |  |
| 5 | Valid Tax compliance certificate |  |
| 6 | Copy of Certificate of Incorporation |  |
| 7 | Certified CR. 12 (Confirmation of directors)- This should be the one issued within three months before this tender. |  |
| 8 | List of at least 5 previous clients where such services have been carried |  |
| 9 | Certified copies of two years audited accounts (2021 & 2022). out |  |

1. Technical Evaluation

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

|  |  |  |
| --- | --- | --- |
| NO | Requirements and maximum points | Scoring |
| 1. | **Relevant experience of the firm.**   1. Vendor profile, including details of at least 5 firms you have provided assignment of similar nature (Systems Security Audit and Penetration Testing Services0 preferably to two (2) banks and three (3) saccos. The duration and contract amount involved. (1 marks) 2. Provide LPO/ LSO and recommendation letters from each firm mentioned above. (1 Marks) 3. Demonstrate ability to conduct internal and external network vulnerability assessment and penetration testing through past similar assignments. (1.5 Marks) 4. Demonstrated experience in Penetration Testing of ERP Systems, Mobile Banking (USSD and application) and Internet banking. (4 Marks) 5. Demonstrated experience in Databases Audit and review of security configurations controls (1.5 Marks) 6. Demonstrate experience in Network infrastructure, Ports management, network configuration, Router Configuration, and firewall Configuration Reviews. (1.5 Marks) 7. Demonstrate experience in Forensic Audit and Fraud Investigations. (1.5 Marks) 8. Demonstrate experience and ability to review the interconnection of   system with third party systems. (1.5 Marks) | 20 |
| 2. | **Solution offering** – **proposed work plan and methodology**.  Firms must submit a description of the methodology and work plan for performing the assignment. Details of Kimisitu Sacco Society Limited staff inputs time needed to carry out the assignment supported by a Gantt chart diagram showing the time proposed for each professional staff team member.  i. Methodology: (3 Marks)  ii. Work Plan: (3 Marks)  iii. Review and management of Risks (4 marks)  Firms must also submit by specialty, at least four (4) proposed staff team including the Team Leader, the tasks that would be assigned to each staff team member and the timings.  Technical Presentation  6.1 Clear understanding of the assignment’s Term of reference (1 Marks)  6.2 Presentation of the methodology (3 Marks)  6.3 Presentation of the project breakdown and work flow in each milestone including timelines. (2 Marks)  6.4 Demonstrate tools to be used in different parts of the project. (4 Marks)  6.5. Present how each deliverable will be met. (3Marks)  6.6 Present the proposed team demonstrating their experience and qualifications.  (2 Marks) | 25 |
| 3. | **Experience of proposed staff:**   1. List of at least 3 Proposed staff, their specialty, and the tasks they will handle: Technical Staff (1 for each) 3 Marks (total 9 marks) 2. Detailed CV for the three (3) proposed staff with experience of: 3. years and above ….3 marks 4. below 3 years but above 1 year……….1 marks 5. below 1 year….0 marks 6. Degree Certificate for the three (3) Professionals attached: (1 marks) Total 3 Marks 7. Professional Certification: Attach Professional Certificate for each. 8. Certified Ethical Hacking (CEH) or EC-Council ( total 2 mark) 9. Certified Security (1 mark for each) 10. Information System Security Professional (CISSP) total 1 Mark 11. Licensed Penetration Tester (LPT) or Certified total 2 Mark 12. CISA: Certified Information Systems Security Audit or total 1 Mark 13. CISM: Certified Information Security Manager total 1 Mark | 20 |
|  | * **Technical Skills**:  1. Proficiency in network security, including firewall, IDS/IPS, and VPN technologies. 2. Expertise in operating system security for Windows, Linux, and macOS. 3. Experience with web application security and familiarity with OWASP Top 10 vulnerabilities. 4. Knowledge of scripting languages (e.g., Python, Bash) for automation of security tasks. 5. Proficiency in using penetration testing tools such as Metasploit, Burp Suite, Nmap, Wireshark, Nessus, and SQL map.  * **Analytical Skills**:  1. Ability to analyze complex systems and identify potential security weaknesses. 2. Proficiency in risk assessment and vulnerability management. 3. Strong problem-solving skills to devise effective remediation strategies.   **Experience**   * **Professional Experience**:  1. Minimum of 7 years of experience in information security, with a focus on Systems Security Audit and penetration testing. (2.5 marks) 2. Proven track record of conducting comprehensive security assessments for atleast 5 similar organizations.(2.5 marks) 3. Experience in developing and implementing security policies and procedures (2.5 marks)  * **Industry Knowledge**:  1. Familiarity with regulatory requirements and industry standards relevant to financial institutions, such as ISO/IEC 27001, NIST, and GDPR.(3 marks) 2. Knowledge of current threat landscape and emerging security trends.(2 marks)  * **Communication Skills**:  1. Excellent written and verbal communication skills for preparing detailed reports and delivering presentations to non-technical stakeholders.(1.5 Marks) 2. Ability to explain technical findings and recommendations in a clear and concise manner.(1.5 marks)  * **Project Management**:  1. Strong organizational and project management skills to ensure timely delivery of audit and testing activities.(1.5 Marks) 2. Ability to work collaboratively with internal teams and manage client expectations.( 1.5 marks) | 7.5  6.5  10  5  3  3 |
|  | Total | 100% |

There will be combination of scores of stage 1 and stage 2 totaling to a maximum of 100 marks. Bidders scoring 85% marks and above in technical evaluation will be eligible to proceed to financial evaluation.

The total technical score will then be converted to 85%.

# **Financial Evaluation**

The financial proposal shall contain appropriate breakdown of costing and fees. The financial proposal to be prepared and submitted shall at least contain the following:

* + - 1. Submission letter indicating total fees
      2. Summary of costs including the payable taxes.
      3. Training cost
      4. Support cost
      5. Breakdown of expected reimbursable costs/expenses per activity
      6. Miscellaneous expenses

The fees shall be expressed in Kenya Shillings.

Criteria for Evaluation and Scoring of Financial Proposals

Financial score (FS) = 100 x FM/F

Where;

* + - Fm is the lowest fees quoted and
    - F is the fees of the proposal under consideration.

NB: The lowest fees quoted will be allocated the maximum score of 100

Overall Combined scoring criteria

The consultant’s proposals will be ranked according to their combined technical score (ts) and financial score (fs) using the weights as follows:

* + - Technical Score weight (T) = 70%
    - Financial Score weight (P) =30%

S = TS x T% + FS x P%

SECTION VII - STANDARD FORMS

1. Form of tender
2. Declaration form
3. Price schedules
4. Contract form
5. Confidential Questionnaire form
6. Tender security form
7. Performance security form
8. Bank guarantee for advance payment

# **FORM OF TENDER**

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

To……………………..

[KIMISITU SACCO LTD, ]

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda Nos... [insert numbers, the of which is hereby duly acknowledged, wed, 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 tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the 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.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20

[signature] [In the capacity of]

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

# **DECLARATION FORM**

Date

To:

KIMISITU SACCO LTD, Plaza,

Woodlands Road,

P.O Box 10454 -00100

Nairobi,

KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)

Declare the following: -

1. That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
2. That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
3. That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Bidders.
4. That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
5. That I/ We are not associated with any other tenderer participating in this tender.
6. That I/we have not been implicated in theft cases at any time by KIMISITU SACCO LTD
7. That I/ We do hereby confirm that all the information given in this Tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Tenderer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of duly authorized person signing the Tender

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Capacity of duly authorized person signing the Tender

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stamp or Seal of Tenderer

# **PRICE SCHEDULE OF SERVICES**

Name of Tenderer \_\_\_\_\_\_\_\_\_Tender Number\_\_\_\_\_\_\_\_. Page \_\_\_\_of \_\_\_\_\_\_.

|  |  |  |
| --- | --- | --- |
| ITEM | DESCRIPTION | TOTAL PRICE  (VAT Inclusive) |
| 1. | Provision of PROVISION SYSTEMS SECURITY AUDIT AND PENETRATION TESTING |  |
| ADD: 16% VAT | |  |
| GRAND TOTAL (VAT Inclusive) | |  |

Signature of tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Note: In case of discrepancy between unit price and total, the unit price shall prevail.

# **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 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.:
   1. the Tender Form and the Price Schedule submitted by the tenderer;
   2. 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.

1. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
2. The Procuring entity 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 the Procuring entity) Signed, sealed, delivered by\_\_\_\_\_\_\_\_\_\_\_the \_\_\_\_\_\_\_\_\_\_(for the tenderer) in the presence of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

# 

# **PERFORMANCE SECURITY AND PROFESSIONAL INDEMITY FORM**

To: ……………………………………………………………………………………………..

[name of the 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 services] (Hereinafter called “the contract”)

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

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

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

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ………………………..

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[name of bank or financial institution]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[address]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[date]

(Amend accordingly if provided by Insurance Company)

# **BANK GUARANTEE FOR ADVANCE PAYMENT**

To…………………………

[name of tender]………………………………………

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

…………………………………………………………………

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of …………………………………………………………………………………………

[amount of guarantee in figures and words]. We, the ………………………………………………………………………………

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[name of bank or financial institution]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[address]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[date]

# **LETTER OF NOTIFICATION OF AWARD**

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.

1. 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.

1. 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 RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF……….….20……...

BETWEEN

…………………………………………….APPLICANT

AND

…………………………………RESPONDENT (Procuring Entity)

Request for review of the decision of the…………… (Name of the Procuring Entity) of

……………dated the…day of ………….20……….in the matter of Tender No………..…of …………..20…

REQUEST FOR REVIEW

I/We……………………………,the above named Applicant(s), of address: Physical address…………….Fax No……Tel. No……..Email ……………, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.

2.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2.

SIGNED ……………….(Applicant)

Dated on…………….day of ……………/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ………… day of ………....20….………

SIGNED

By: Secretary