



STANDARD REQUEST FOR PROPOSALS (RFP)

UCSCS/RFP/03/2022 - REQUEST FOR PROPOSAL (RFP) FOR THE AUTOMATION OF MEMBER/CUSTOMER ENGAGEMENT THROUGH THE DEPLOYMENT OF CONVERSATION BOTS VIA THE ARTIFICIAL INTELLIGENCE (AI) TECHNOLOGY

(SELECTION OF CONSULTANTS)

DATE OF (RFP) SUBMISSION IS ON OR BEFORE TUESDAY 21ST JUNE 2022 AT 1200 NOON

NB: ALL BIDDERS ARE ADVISED TO READ CAREFULLY THIS BID DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID

UKULIMA CO-OPERATIVE SOCIETY
P.O. BOX 44071-00100,
NAIROBI, KENYA.

E-Mail: info@ukulimasacco.coop

Website: www.ukulimasacco.coop

TABLE OF CONTENTS

		Page
SECTION I	INVITATION TO BID.....	3
SECTION II	INSTRUCTIONS TO BIDDERS.....	5
	APPENDIX TO INSTITUTIONS TO BID	17
	EVALUATION CRITERIA.....	18
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	22
SECTION IV	SPECIAL COND1TIONS OF CONTRACT.....	26
SECTION V	TERMS OF REFERENCE (TOR).....	27
SECTION VI	STANDARD FORMS.....	34

SECTION I –LETTER OF INVITATION TO TENDER

UCSCS/RFP/03/2022 - REQUEST FOR PROPOSAL (RFP) FOR THE AUTOMATION OF MEMBER/CUSTOMER ENGAGEMENT THROUGH THE DEPLOYMENT OF CONVERSATION BOTS VIA THE ARTIFICIAL INTELLIGENCE (AI) TECHNOLOGY

DATE: 7TH JUNE 2022

- 1.1 Ukulima Sacco invites sealed bids from interested Eligible candidates for the provision of consultancy services to undertake **automation of member/customer engagement through the deployment of conversation bots via the Artificial Intelligence (AI) technology.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at procurement office on 4th floor during normal working hours.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Ukulima Co-operative House on 2nd floor so as to be received on or before TUESDAY 21ST JUNE 2022 at 1200 Noon
- 1.4 Prices quoted should be net inclusive of all taxes and any other costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the Closing date of the tender.
- 1.5 (RFP) Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Ukulima Boardroom on 2nd Floor Ukulima Co-operative House.
- 1.6 Ukulima Sacco reserves the right to reject any (RFP) tender without giving reasons for the rejection and does not bind itself to accept the lowest or any tender
- 1.7 Tenders must be accompanied by a tender security of 2% of the tendered sum in form of a Guarantee from a reputable Bank or an insurance company approved by PPRA Payable to Ukulima Sacco Society Ltd

And be addressed to:

**The Chief Executive Officer
Ukulima Sacco
P.O. Box 44071-00100 Nairobi**

- 1.8** Clarifications and/or addendums shall be uploaded only on the Ukulima Sacco website and sent to the official email addresses of the bidders who have registered. Bidders are advised to periodically check the website for any additional information, clarifications and/or addendums.
- 1.9** The Technical Proposal documents will be opened immediately after the closing time in Ukulima Cooperative house, Nairobi in presence of the Candidates or their representatives who choose to attend. The financial proposals for bidders meeting technical requirements will be opened later during evaluation of bids in the presence of the respective bidders.

SECTION II – INSTRUCTIONS TO BIDDERS.

TABLE OF CONTENTS.	Page
2.1 Eligible Bidders.....	6
2.2 Cost of Bidding.....	6
2.3 Contents of Bid documents.....	6
2.4 Clarification of Bid documents.....	7
2.5 Amendment of Bid documents.....	7
2.6 Language of Bids.....	7
2.7 Documents comprising the Bid.....	7
2.8 Form of Bid.....	8
2.9 Bid prices.....	8
2.10 Bid currencies.....	8
2.11 Bidders eligibility and qualifications.....	8
2.12 Bid security.....	8
2.13 Validity of Bids.....	9
2.14 Format and signing of Bids.....	9
2.15 Sealing and marking of Bids.....	10
2.16 Deadline for submission of Bids.....	10
2.17 Modification and withdrawal of Bids.....	11
2.18 Opening of Bids.....	11
2.19 Clarification of Bids.....	12
2.20 Preliminary Examination.....	12
2.21 Conversion to other currencies.....	12
2.22 Evaluation and comparison of Bids.....	12
2.23 Contacting Ukulima Sacco Society Ltd.....	13
2.24 Post-qualification.....	14
2.25 Award criteria.....	14
2.26 Notification of award.....	14
2.27 Signing of Contract.....	14
2.28 Corrupt or Fraudulent practices.....	15

SECTION II INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

- 2.1.1. This Invitation to Bid is open to all Bidders eligible as described in the invitation to Bid. Successful Bidders shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the Bid documents.
- 2.1.2. Ukulima Sacco employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the Bid unless where specially allowed under section 131 of the Act.
- 2.1.3. Bidders shall provide the qualification information statement that the Bidder (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 Ukulima Sacco to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Bids.
- 2.1.4. Bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Bidding

- 2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and Ukulima Sacco, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 2.2.2 The price to be charged for the Bid document shall not exceed Kshs1,000/=
- 2.2.3 Ukulima Sacco shall allow the Bidder to review the Bid document free of charge before purchase.

2.3 Contents of Bid documents

- 2.3.1. The Bid document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to Bids
- i) Instructions to Bidders
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of Bid
 - vii) Price schedules
 - viii) Contract form

- ix) Confidential business questionnaire form
- x) Bid security form
- xi) Performance security form
- xii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the Bid document may notify Ukulima Sacco in writing or by post, fax or email at the entity's address indicated in the Invitation for Bids. Ukulima Sacco will respond in writing to any request for clarification of the Bid documents, which it receives no later than **seven (7) days** prior to the deadline for the submission of Bids, prescribed by Ukulima Sacco. Written copies of the Ukulima Sacco response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the Bid documents"

2.4.2. Ukulima Sacco shall reply to any clarifications sought by the Bidder within **three (3) days** of receiving the request to enable the Bidder to make timely submission of its Bid.

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of Bids, Ukulima Sacco, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bid documents by issuing an addendum.

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

2.5.3. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, Ukulima Sacco, at its discretion, may extend the deadline for the submission of Bids.

2.6 Language of Bid

2.6.1. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Ukulima Sacco, shall be written in English language. Any printed literature furnished by the Bidder 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 Bid, the English translation shall govern.

2.7 Documents Comprising the Bid

The Bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted;
- (c) Bid security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Bid

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

2.9 Bid Prices

2.9.1 The Bidder shall indicate on the Price schedule the unit prices where applicable and total Bid 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 Bidder shall remain fixed during the term of the contract unless otherwise agreed by the parties. A Bid 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 25% of the original contract price.

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

2.10 Bid Currencies

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

2.11 Bidders Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the Bidders qualifications to perform the contract if its Bid is accepted shall establish to Ukulima Sacco satisfaction that the Bidder has the financial and technical capability necessary to perform the contract.

2.12 Bid Security

2.12.1 The Bidder shall furnish, as part of its Bid, a Bid security for the amount and form specified in the Invitation to Bid.

2.12.2 The Bid security shall be in the amount not exceeding 2 per cent of the Bid price.

2.12.2 The Bid security is required to protect Ukulima Sacco against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The Bid security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a **bank guarantee**.

2.12.4 Any Bid not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Ukulima Sacco as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful Bidder'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 Bid validity prescribed by Ukulima Sacco.

2.12.6 The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The Bid security may be forfeited:

- (a) If a Bidder withdraws its Bid during the period of Bid validity specified by Ukulima Sacco on the Bid Form; or
- (b) In the case of a successful Bidder, *if* the Bidder fails:
 - (i) to sign the contract in accordance with paragraph 30 or
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the Bidder rejects, correction of an error in the Bid.

2.13 Validity of Bids

2.13.1 Bids shall remain valid for **120 days** or as specified in the invitation to Bid after date of Bid opening prescribed by Ukulima Sacco, pursuant to paragraph 2.18. Ukulima Sacco shall reject a Bid valid for a shorter period as non-responsive.

2.13.2 In exceptional circumstances, Ukulima Sacco may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided under paragraph 2.12 shall also be suitably extended. A Bidder may refuse the

request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

2.14 Format and Signing of Bid

2.14.1 The Bidder shall prepare two copies of the Bid, clearly / marking each “**ORIGINAL BID**” and “**COPY OF BID**,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid, except for unamended printed literature, shall be initialed by the person or persons signing the Bid.

2.14.3 The Bid shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

2.15 Sealing and Marking of Bids

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

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

2.15.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN BEFORE 21ST JUNE 2022 AT 1200 NOON**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix

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

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

2.16 Deadline for Submission of Bids

- 2.16.1 Bids must be received by Ukulima Sacco at the address specified under paragraph 2.15.2 no later than TUESDAY 21ST JUNE 2022 AT 1200 NOON.
- 2.16.2 Ukulima Sacco Society Ltd may, at its discretion, extend this deadline for the submission of Bids by amending the Bid documents in accordance with paragraph 6, in which case all rights and obligations of Ukulima Sacco and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky Bids which will not fit in the Bid box shall be received by Ukulima Sacco as provided for in the appendix.

2.17 Modification and withdrawal of Bids

- 2.17.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bid's is received by Ukulima Sacco prior to the deadline prescribed for the submission of Bids.
- 2.17.2 The Bidder'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 no later than the deadline for submission of Bids.
- 2.17.3 No Bid may be modified after the deadline for submission of Bids.
- 2.17.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to paragraph 2.12.7.
- 2.17.5 Ukulima Sacco may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 Ukulima Sacco shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

2.18 Opening of Bids

- 2.18.1 Ukulima Sacco will open all Bids in the presence of Bidders' representatives who choose to attend, on Tuesday 21st June 2022 at 1200 noon and in the location specified in the invitation to Bid. The Bidders' representatives who are present shall sign a register evidencing their

attendance.

2.18.3 The Bidders' names, bid modifications or withdrawals, Bid prices, discounts, and the presence or absence of requisite Bid security and such other details as Ukulima Sacco, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 Ukulima Sacco will prepare minutes of the Bid opening which will be submitted to the Bidders that signed the Bid opening register and will have made the request.

2.19 Clarification of Bids

2.19.1 To assist in the examination, evaluation and comparison of Bids Ukulima Sacco may at its discretion, ask the Bidder for a clarification of its Bid. 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 Bidder to influence Ukulima Sacco in Ukulima Sacco's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders Bid.

Comparison or contract award decisions may result in the rejection of the Bidders' Bid.

2.20 Preliminary Examination and Responsiveness

2.20.1 Ukulima Sacco will examine the Bids 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 Bids are generally in order.

2.20.2 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 Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 Ukulima Sacco may waive any minor informality or nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, Ukulima Sacco will determine the substantial responsiveness of each Bid to the Bid documents. For purposes of these paragraphs, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bid documents without material deviations. Ukulima Sacco's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

2.20.5 If a Bid is not substantially responsive, it will be rejected by Ukulima Sacco and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of Bids.

2.22.1 Ukulima Sacco will evaluate and compare the Bids 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 Ukulima Sacco's evaluation of a Bid will consider, in addition to the Bid 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 Bid.
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) Operational Plan.

Ukulima Sacco Society Ltd requires that the services under the Invitation for Bids shall be performed at the time specified in the Schedule of Requirements. Bids offering to perform longer than Ukulima Sacco's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Bidders shall state their Bid price for the payment on a schedule outlined in the special conditions of contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. Ukulima Sacco may consider the alternative payment schedule offered by the selected Bidder.

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting Ukulima Sacco

2.23.1 Subject to paragraph 2.19, no Bidder shall contact Ukulima Sacco on any matter relating to its Bid, from the time of the Bid opening to the time the contract is awarded.

2.23.2 Any effort by a Bidder to influence Ukulima Sacco in its decisions on Bid evaluation, bid comparison or contract award may result in the rejection of the Bidders Bid.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, Ukulima Sacco will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily.

2.24.2 The determination will consider the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, pursuant to paragraph 2.1.2, as well as such other information as Ukulima Sacco deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event Ukulima Sacco will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 Ukulima Sacco will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.24.4 Ukulima Sacco reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Ukulima Sacco's action. If Ukulima Sacco determines that none of the Bidders is responsive; Ukulima Sacco shall notify each Bidder who submitted a Bid.

2.24.5 A Bidder who gives false information in the Bid 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 Bid validity, Ukulima Sacco will notify the successful Bidder in writing that its Bid 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 Bidder and Ukulima Sacco pursuant to clause 2.29. Simultaneously the other Bidders shall be notified that their Bids have not been successful.
- 2.25.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 31, Ukulima Sacco will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as Ukulima Sacco notifies the successful Bidder that its Bid has been accepted, Ukulima Sacco will simultaneously inform the other Bidders that their Bids have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to Ukulima Sacco.
- 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 Ukulima Sacco, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bid documents, or in another form acceptable to Ukulima Sacco.
- 2.27.2 Failure of the successful Bidder 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 Bid security, in which event Ukulima Sacco may make the award to the next lowest evaluated or call for new Bids.

2.28 Corrupt or Fraudulent Practices

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

- 2.28.2 Ukulima Sacco will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.28.3 Further, a Bidder 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 BIDDERS

The following information regarding particulars of the Bid shall complement or amend the provisions of the instructions to Bidders. Wherever there is a conflict between the provisions of the instructions to Bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Bidders.

Instructions to Bidders	Particulars of appendix to instructions to Bidders
2.1 Eligibility	<p><i>Particulars of eligible Bidders</i></p> <p>Service providers offering Automation of member/customer engagement through the deployment of conversation bots via the Artificial Intelligence (AI) technology, registered in Kenya and meeting all statutory requirements. Companies registered outside Kenya should show proof of local presence and technical support capabilities.</p>
2.4 clarification request	Bidders seeking clarification must send the requests and must be received not less than 7 days prior to Bid closure.
2.10 Bid Currencies	<p><i>Particulars of other currencies allowed.</i></p> <p>Price should be in Kenya shillings only or any other freely convertible currency</p>
2.12 - Bid security	Bid security required is 2% of the tendered sum in form of a bank guarantee or an insurance guarantee from a company approved by PPRA valid for 120 days from Bid closing date.
2.13.1 Bid validity	Bid shall remain valid for a period of 120 days from the date of Bid opening.
2.15 Submission, Receipt, and Opening of Proposals	Bidders must submit an original copy of each of the Technical and Financial proposal clearly marked ORIGINAL and 1 other copy of each of the Technical and Financial proposal marked COPY all placed in one envelope and Bid name and number and closing date clearly written on top of the envelope.
2.16 Deadline for submission of Bids	Deadline for Submission of Bids /Closing date shall be on 21 ST JUNE 2022 at Noon
2.24 Due diligence	Ukulima Sacco may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract

EVALUATION CRITERIA

Ukulima Sacco will consider the following three categories of criteria to evaluate the Bids;

Stage 1. Compliance to Mandatory requirement

Stage 2. Compliance to technical requirements on capacity to deliver the contract.

Stage 3. Financial evaluation

Stage 4. Due Diligence

1. MANDATORY REQUIREMENTS

The following mandatory requirements must be met notwithstanding other requirements in the Bid document: This stage shall be evaluated on a PASS/FAIL basis.

No.	Documents to be submitted	PASS/FAIL
1.	1 Original and 1 copy of Bid document MUST be paginated/ serialized/Numbered sequentially on all pages including attachments from the beginning of the document to the end. This includes ALL the attachments submitted by the bidder and ALL the pages already paginated by Ukulima Sacco.	
2.	Submit an original Bid security of 2% of the tendered sum in form of an unconditional bank guarantee from a reputable bank in Kenya registered by the Central Bank of Kenya or an insurance guarantee from a company approved by PPRA valid for 120 days from Bid closing date.	
3.	Confirmation of Directors (CR. 12) for companies - Issued within three months from the Bid closing date.	
4.	Submission of Copy of Certificate of Incorporation/Registration	
5.	Submission of Valid Tax compliance certificate (Expired tax compliance certificates will not be accepted)	
6.	Dully filled, signed and stamped Technical proposal submission form.	
7.	Dully filled, signed and stamped Confidential Business Questionnaire.	
8..	Dully filled, signed and stamped Declaration form	
9.	Certified copies of two years audited accounts (2020 & 2021)	

Important Note:

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

2. TECHNICAL EVALUATION CRITERIA

a) Technical evaluation criteria will be as follows: -

NO	CRITERIA	Maximum points	
1.	Organizational experience	2.5	
	<p>1.1. Company Profile plus organogram</p> <p>1.2. Provide company's data protection Policy</p> <p>1.3. Provide Company's information security policy</p> <p>1.4. Provide Customer data policy</p>	2.5	
	<p>Organizational profiles Information may include, but not limited to, organizational size, countries of operation, achievements and awards, areas of focus and solutions, certifications, number of resources, key clients etc.</p> <p>Proposed team structure and CVs for proposed project resources Bidders must provide list of proposed project resources, citing qualifications and experience, and covering all relevant areas of specializations. As a minimum, Bidders are required to provide detailed curriculum vitae of at least 3 people with previous, similar engagements. In addition, project teams must indicate all relevant project roles, including, but not limited to project director, project manager, functional consultants, technical consultants, trainers, testers, specialists etc.</p>	5	
	<p>Provide five (3) reference for projects undertaken from five (3) corporate clients of similar scope and scale that have been delivered by your company. For each provide recommendation letters and in client letter head. (2 points each, maximum 10)</p>	10	
	<p>Approach and methodology This will be limited to a maximum of 5 pages. Approach and methodology will also include a detailed work-plan, which (as a minimum) outlines the following for each project phase (and sub phase where necessary):</p> <ol style="list-style-type: none"> 1. Key activities to be carried out; 2. Proposed timelines (based on experience from similar projects) 3. Nature of projects resources required 4. Language of use by the bots to be English/ Swahili 5. Training 6. User signoffs 7. Deliverables 	20	
	<p>Detailed system and technical requirements Bidders must provide, detailed responses to Ukulima Sacco system and technical requirements, as these will form a critical part of the contract with</p>	15	

	the successful Bidder		
	Additional guidance RFP proposal responses, including any supporting documentation, should be prepared in the English language. Material deficiencies in providing requested information may result in rejection of a Bidder's RFP response.	10	
4.	Physical address (Evidence of physical address and premises - ownership document/Lease Agreement). Companies registered outside Kenya should show proof of local presence and technical support capabilities.	5	
Total		70	

Important note: Bidders scoring 65 points and above in the technical evaluation will be invited to make a 45 minutes' presentation.

b). Further Technical Evaluation Criteria: Company presentation - Maximum 20 points.

- Best presentation - 20 points**
- Second best - 10 points**
- Third best - 5 points**
- Others - 1 point**

3. FINANCIAL EVALUATION

- i. Only those bids which meet ALL the above requirements will be considered for financial evaluation.
- ii. All items **MUST** be quoted for.
- iii. Checking for errors.
- iv. Checking for fully filled, signed and stamped financial proposal submission form.
- v. The lowest evaluated bidder on all items rates/cost will be recommended for award.

- FINANCIALS:**
- Lowest bid - 10 Points**
 - 2nd Lowest - 7 Points**
 - 3rd Lowest - 5 Points**
 - Others - 2 Points**

4. DUE DILIGENCE

Ukulima Sacco may visit the premises to confirm the details and/or contact the references provided by the bidder for more information.

As part of the technical scoring evaluation, the presentation by the bidders will form a substantial component of the process to identify the best suited company to provide the automation of member/customer engagement through the

deployment of conversation bots via the Artificial Intelligence (AI) technology as specified in the details of services and in Appendix 1. Ukulima Sacco will give the successful bidders who score 65 points and above in the technical evaluation at least seven clear days prior to the day they will make the presentation.

The scoring criteria will focus on how best the presentation demonstrates the uniqueness of approach and efficient delivery and effectiveness of the system.

Automation of member/customer engagement through the deployment of conversation bots via the Artificial Intelligence (AI) technology.

PRICE SCHEDULE

SN	SOLUTION	QTY	UNIT COST	VAT	TOTAL COST
1.	Automation of member/customer engagement through the deployment of conversation bots via the Artificial Intelligence (AI) technology	Service			
	GRAND TOTAL				

SECTION III GENERAL CONDITIONS OF CONTRACT TABLE OF

CONTENTS		Page
3.1	Definitions	22
3.2	Application	22
3.3	Standards	22
3.4	Use of contract documents and information	22
3.5	Patent Rights	22
3.6	Performance security	23
3.7	Inspections and tests	23
3.8	Payment	23
3.9	Prices	23
3.10	Assignment	23
3.11	Termination for default	24
3.12	Termination for insolvency	24
3.13	Termination for convenience	24
3.14	Resolution of disputes	24
3.15	Governing language	25
3.16	Force majeure	25
3.17	Applicable law	25
3.18	Notices	25

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) "The contract" means the agreement entered into between Ukulima Sacco and the Bidder as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the Bidder is required to provide to Ukulima Sacco under the Contract.
- d) "Ukulima Sacco Society Ltd" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements.

3.5 Patent Right's

The Bidder shall indemnify Ukulima Sacco 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.

3.6 Performance Security

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

- 3.6.2** The proceeds of the performance security shall be payable to Ukulima Sacco as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- 3.6.3** The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Ukulima Sacco and shall be in the form of a **bank guarantee**.
- 3.6.4** The performance security will be discharged by Ukulima Sacco and returned to the candidate not later than thirty (30) days following the date of completion of the Bidder's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1** Ukulima Sacco or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Ukulima Sacco shall notify the Bidder in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2** The inspections and tests may be conducted on the premises of the Bidder or its subcontractor(s). If conducted on the premises of the Bidder 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 Ukulima Sacco.
- 3.7.3** Should any inspected or tested services fail to conform to the Specifications, Ukulima Sacco may reject the services, and the Bidder shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to Ukulima Sacco.
- 3.7.4** Nothing in paragraph 3.7 shall in any way release the Bidder 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 Bidder under this Contract shall be specified in SCC

3.9 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 Bidder in its Bid or in Ukulima Sacco's request for Bid 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.

3.10 . Assignment

The Bidder shall not assign, in whole or in part, its obligations to perform under this contract, except with Ukulima Sacco's prior written consent.

3.11 . Termination for Default

Ukulima Sacco may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, terminate this Contract in whole or in part:

- a) If the Bidder fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Ukulima Sacco.
- b) If the Bidder fails to perform any other obligation(s) under the Contract.
- c) If the Bidder, in the judgment of Ukulima Sacco has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Ukulima Sacco 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 Bidder shall be liable to Ukulima Sacco for any excess costs for such similar services.

3.12 Termination of insolvency

Ukulima Sacco 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 Ukulima Sacco.

3.13 Termination for convenience

3.13.1 Ukulima Sacco 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 Ukulima Sacco convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination Ukulima Sacco may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

Ukulima Sacco's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 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.

3.16 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 delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law

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

3.18 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 CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6 Performance security	A bid security of 2% of the total contract price in the form of a bank guarantee from a reputable commercial bank Registered by Central Bank of Kenya or an insurance company approved by PPRA will be required.
3.8 Payment	Payment will be done within 30 days on receipt of certified invoice and upon determination to Ukulima Sacco's satisfaction that the services were offered as per the contract terms.
3.9 Prices Adjustment Clause	Price adjustments shall not be allowed for the entire contract period
3.14 Resolution of disputes	In case of a dispute between the purchaser and the supplier and incase of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17 Applicable law	Contract shall be interpreted in accordance with the laws of Kenya

SECTION V – TERMS OF REFERENCE

This part includes all deliverables under the service contract

1.0. Background.

Ukulima Sacco is a National Sacco in Kenya with its Headquarters in Nairobi and eight (8) Branch Network in Nairobi, Kisumu, Mombasa, Eldoret Embu, Nakuru, Kisii and Kakamega. Ukulima Sacco was registered in 1972 as a Co-operative Savings and Credit Society and started operation under Certificate of registration number CS2026. The Saco membership is open to salaried employees, Business community, Chamas, corporate Bodies and Kenyans living in the Diaspora. Over the years, the Sacco has undertaken continuous transformation process geared to enhance its growth, efficiency and customer experience. The Society is ISO 9001: 2015 Certified, a clear indication of its commitment to provide quality service to its valued members.

2.0. Overall aim

To deploy a bot to engage our members with human-like conversations speech and text recognition towards speech and text, understanding the member intent, deciphering different languages, and responding in a way that mimics human conversation.

3.0. The proposed Assignment.

Ukulima Sacco is desirous of accelerating its growth agenda to align with new market realities and adopting a more pronounced positioning in the market place. In view of the above, the Sacco is seeking to engage the services of a company to to automate our member/Customer engagement and conversations by means of introducing the use of conversational bots to help in optimizing member engagement using an Artificial Intelligence (AI) based Omnichannel Chat and Voice Bot Platform.

4.0. Specific Objectives of the assignment

The specific outcomes of this initiative are quantitative while the experience aspect is qualitative.

Quantitative:

- i. To increase membership through engaging in digital marketing campaigns, creating leads for potential new member recruitments via WhatsApp and web platforms.
- ii. To increase the society revenue through selling of society loans and savings products through online digital campaigns via WhatsApp and Web platforms.

Qualitative:

- i. Increase customer service by improving the customer journey at various steps by responding quickly and efficiently to frequently asked questions via WhatsApp and web platforms.
- ii. Increase efficiency in service delivery by seamlessly escalating the request, with the full context of the query, to a human agent within our contact center. Via WhatsApp and web platforms.
- iii. Increase operational efficiency by efficiently handling routine requests such as balance inquiry, payment information, troubleshooting etc. via WhatsApp and web platforms

5.0. Expected platforms for deployment

- i. WhatsApp
- ii. Website chat function

- iii. Twitter
- iv. Facebook

The following is the expected summary of deliverables:

#	Key Performance Indicator	Bot Capability	Process to be included	The Solution's proposed flow
1	Increase the Number of new members	Customer Onboarding	<ul style="list-style-type: none"> ▪ User initiated message ▪ Greet and Register new users and members ▪ Update contact information ▪ KYC - document upload (ID, Photo, PIN) 	Once the user initiates the conversation, the bot should send out options for the user to choose along with the welcome message for a new user - the bot will collect the user's information and onboard the customer after collecting KYC documents. The documents collected will be shared to the CRM System for verification.
2	Increase and facilitate new and existing Member deposits	Member Deposit/ Payment	<ul style="list-style-type: none"> ▪ Deposit details to be collected from the users. ▪ Members to be advised on how much to pay. ▪ Member to receive payment link or be redirected to the payment page on the CRM/website 	The user clicks on the Deposit option to go ahead with deposit journey. To identify the user OTP (SMS gateway) can be shared across the user on the registered number. The users can make payment through the dynamic link shared on the bot or will be redirected to the website URL or CRM for payment.
3	Sell Loans to new and existing members	Loan Application	<ul style="list-style-type: none"> ▪ Loan required details to be collected from the new users ▪ Member to be guided through a Loan eligibility check ▪ Existing members to apply for new loans 	After user validation, new user data pertaining to loan process to be collected from the user and they can check the loan eligibility as per the set tariffs and apply for the same if they are eligible. Existing users can apply for loans after the validation.
4	Create awareness on Sacco savings and banking services	Campaigns	<ul style="list-style-type: none"> ▪ Users with Opt-in data on WhatsApp channel will be notified on Sacco Loans, savings and banking products & services. ▪ These shall be in the form of live digital fliers that contain links 	Capability of the platform to undertake campaigns engagement module and users to be segmented and targeted once or at regular intervals. Rich media content can be shared across to the users as a part of the campaigns.
5	PAR Management	Debt Collection/Notification	<ul style="list-style-type: none"> ▪ Members whose loans are due to receive a payment link or redirected to the payment page on the society website ▪ Debt reminders to be sent to the users to urge and remind them to make payments 	User to be validated through an OTP and can opt to make payment through the chatbot itself. The users to make payment through the dynamic link shared on the bot or be redirected to the website URL for payment. Reminder at regular intervals to be shared to the users for payment on WhatsApp channel.
6	Member satisfaction	Feedback	<ul style="list-style-type: none"> ▪ Member feedback to be collected after all the customer queries are resolved 	Member feedback journey to be initiated after the user query has been resolved. Feedbacks to be captured and shared across to the Ukulima CRM system.

GENERAL EXPERIENCE RECORD

Name of Applicant

--

All applying firms to complete the information in this form. The information supplied should be on the jobs undertaken by the applicant.

Principal Clients		
Client	No. of Assignments	Nature of Assignments generally

Clients Information

Use a separate sheet for each contract.

--

1.	Name of Client
2.	Client address
3.	Nature of services –
4.	Assignment role (check one) Sole PR Consultancy <input type="checkbox"/> Partnering Agency <input type="checkbox"/>
5.	Value of the contract and professional fees charged
6.	Date of engagement
7.	Date of completion of the services

key employees' summary

*Applicants should provide the names of at least **two candidates** qualified to meet the specified requirements stated for each position and provide the data on their experience in separate sheets for each candidate.*

Name of applicant

Summarize professional experience for key employees in reverse chronological order. Indicate particular technical and material experience.

No. of Years' experience	Company Position	Relevant and Management experience

Financial capability

Name of applicant

~~Applicants should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Applicants. Each applicant must fill in this form. If necessary, use separate sheets to provide complete banker information.~~

Attach copies of Audited accounts for the last 2 years.

Banker	Name of banker	
	Address of banker	
	Telephone 1. 2. 3.	Contact name and title
	Email address	

Summarize actual assets and liabilities in Kenya Shillings equivalent for the previous two years. Based upon known commitments, summarize projected assets and liabilities in Kenya Shillings equivalent for the next two years.

Financial information in Kshs. equivalent	Actual: Previous two years		Projected: Next two years	
	1.	2.	3.	4.
1. Total assets				
2. Current assets				
3. Total liabilities				
4. Current liabilities				

Litigation History

Name of applicant

Applicants should provide information on any history of litigation or arbitration or pending complaints resulting from the professional practice resulting from services done in the last five years or currently under execution

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Kshs. equivalent)

REFERENCES

Ukulima Sacco and its authorized representatives may contact the following persons for further information:

<i>General and managerial inquiries</i>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<i>Personnel inquiries</i>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<i>Technical inquiries</i>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<i>Financial inquiries</i>	
Contact 1	Telephone 1
Contact 2	Telephone 2

SECTION VI. STANDARD FORMS

1. Technical Proposal Submission form
2. Financial Proposal Submission form
3. Declaration Form
4. Confidential Questionnaire form
5. Bid security form
6. Contract form

TECHNICAL PROPOSAL SUBMISSION FORM

[_____Date]

To: *Ukulima Sacco*
P. O BOX 44071- 00100
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide consultancy services to undertake brand audit and guide the Ukulima Sacco rebranding project in accordance with your Bid dated _____[Date] and our Proposal. We are hereby submitting our Bid, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope].

We understand you are not bound to accept any Proposal that you receive. We remain,
Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]:

_____ [Address:]

FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: Ukulima Sacco

P. O. BOX 44071-00100

Nairobi Ladies/Gentlemen:

We, the undersigned, offer to provide consultancy services to undertake brand audit and guide the Ukulima Sacco rebranding project *in* accordance with your Bid dated (____) [Date] and our Proposal.

Our attached Financial Proposal is for the sum of

(_____) [Amount in words and figures] inclusive of the taxes.

We remain, Yours
sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

DECLARATION FORM

Date _____

Bid No.

Bid Name

To: Chief Executive Officer
Ukulima Sacco,
Ukulima Co-operative House,
P.O. Box 44071-00100,
Nairobi, Kenya.

Ladies and Gentlemen,

The Bidder i.e. (full name and complete physical and postal address) Declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 2.1.2 of ITT (Eligible Bidders) of the Instruction to Bidders.
- d) 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.
- e) That I/ We are not associated with any other Bidder participating in this Bid.
- f) That I/We do hereby confirm that all the information given in this Bid is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Bidder

Signature of duly authorized person signing the Bid

Name and Capacity of duly authorized person signing the Bid

Stamp or Seal of Bidder

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General																					
Business Name..... Location of Business Premises..... Plot No,Street/Road.....Postal addressTel No.....Fax Email.....Nature of Business Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs..... Name of your bankers..... Branch																					
Part 2 (a) – Sole Proprietor																					
Your name in full..... Age..... Nationality.....Country of Origin..... Citizenship details																					
Part 2 (b) – Partnership																					
Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship Details	Shares																		
1.																		
2.																		
3.																		
4.																		
Part 2 (c) – Registered Company																					
Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship Details	Shares																		
1.																		
2.																		
3.																		
4.																		
Date.....	Signature of Candidate.....																				

BID SECURITY FORM

Whereas.....[name of the Bidder]
(hereinafter called "the Bidder") has submitted its Bid dated..... [date of submission
of Bid] for the provision of
.....
[name and/or description of the services]

(hereinafter called "the Bidder")KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity] (hereinafter called "the Bank") are bound unto.....

[name of procuring entity] (hereinafter called "Ukulima Sacco") in the sum of

for which payment well and truly to be made to the said Ukulima Sacco, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this__
day of 20_____.

THE CONDITIONS of this obligation are:

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

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

[signature of the bank]

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between.....[Ukulima Sacco] of [Kenya] (hereinafter called "Ukulima Sacco") of the one part and [name of tendered] of.....[city and country of Bidder] (hereinafter called "the Bidder") of the other part.

WHEREAS Ukulima Sacco invited Bids for certain Materials and spares. VI[brief description of materials and spares] and has accepted a Bid by the Bidder for the supply of those materials and spares in the sum of [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) Ukulima Sacco's Notification of Award.

3. In consideration of the payments to be made by Ukulima Sacco to the Bidder as hereinafter mentioned, the Bidder hereby covenants with Ukulima Sacco to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. Ukulima Sacco hereby covenants to pay the Bidder 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 Ukulima Sacco)
Signed, sealed, delivered by _____ the _____ (for the Bidder)
In the presence of _____.

