



TENDER REF NO – SHSC/RFP/DEC/025/2024

PROVISION OF DELEGATES TRAINING SERVICES

December2024

INVITATION TO TENDER

SHERIA Sacco invites applications from interested eligible candidates for the PROVISION OF DELEGATES TRAINING SERVICES	
TENDER REFERENCE NO.	SHSC/RFP/DEC/025/2024
ACCESSIBILITY	Tender documents to be downloaded at no cost from the Sacco's website
TENDER CLOSING DATE & TIME	10th December 2024 at 1000hrs East Africa Time
<p>A COMBINED COPY OF TECHNICAL AND FINANCIAL completed tender documents, enclosed in plain brown A4 sealed envelopes and clearly marked “PROVISION OF DELEGATES TRAINING SERVICES - SHSC/RFP/DEC/025/2024 to be submitted through email at tenders@sheriasacco.coop addressed to the below address on or before 10th December 2024 at 1000hrs EAST AFRICA TIME</p> <p>Inquiries at : Douglas.Indimuli@sheriasacco.coop.</p>	
<p>The Chief Executive Officer Sheria Sacco Society Ltd. P.O. BOX 34390 – 00100 Nairobi.</p> <p>Website: www.sheriasacco.coop</p>	

SECTION I: INSTRUCTIONS TO BIDDERS

1.1 Invitation to Bidders

Sheria Sacco Society Limited invites sealed Combined Technical and financial proposals for the **Provision of Delegates Training**. Complete proposals **MUST** be enclosed in plain sealed envelopes, marked with tender number and name and addressed to:

**The Chief Executive Officer
Sheria Sacco Society Ltd.
P.O. BOX 34390 – 00100
Nairobi.**

Website: www.sheriasacco.coop.

2. Definitions

Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, including if specified in the TDS, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt.
- b) If the contexts require, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- d) The successful Tenderer will be expected to commence Provision of External Audit services for Sheria Sacco Society Ltd by the Date provided in the TDS. The Service duration for each item will be one year but can be extended by the period specified in the TDS.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practices and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civils actions may be imposed. To this effect, Tenderers shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

- 3.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the TDS and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4. Contents of Tendering Document

Sections of Tendering Document

The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section III - Evaluation and Qualification Criteria
- iii) Section IV – Tendering Forms

PART 2: Procuring Entity's Requirements

- iv) Section V– Schedule of Requirements

PART 3: Contract

- v) Section VI - General Conditions of Contract (GCC)

- 4.1 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers issued by the Procuring Entity is not part of this tendering document.
- 4.2 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 4.3 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

5. Clarification of Tendering Document

- 5.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified in the TDS. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the

tendering document, including description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure stated.

6. Preparation of Tenders

Cost of Tendering

6.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

7. Language of Tender

7.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

8. Form of Tender and Schedule of Requirements

8.1 The Form of Tender and price Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

9. Tender Prices and Discounts

9.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

9.2 The Contract shall be for the provision of External Audit Services of the items described in the Schedule of Requirements submitted by the Tenderer.

9.3 The Tenderer shall quote any discounts in the Form of Tender.

9.4 All duties, taxes, and other levies pay able by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

9.5 If provided for in the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

10. Currencies of Tender and Payment

10.1 The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the TDS.

11. Documents Establishing Conformity of Services

11.1 To establish the conformity of the Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.

11.2 Standards for provision of the Audit Service are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.

11.3 Tenderers shall be asked to provide, as part of the data for qualification, such information,

including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity to identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.

11.4 The purpose of the information described in ITT 11.3 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

11.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

11.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

11.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

11.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly

benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

Documents Establishing the Eligibility and Qualifications of the Tenderer

12.1 To establish Tenderer's eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.

12.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

13. Period of Validity of Tenders

13.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity. A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

14. Format and Signing of Tender

14.1 The Tenderer shall prepare one original of the documents comprising the Tender, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

14.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

14.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

14.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender

15. Submission and Opening of Tenders

Sealing and Marking of Tenders

15.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place a combined document of both the technical proposal and the financial proposals for Audit Services

Deadline for Submission of Tenders

15.2 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

15.3 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

Late Tenders

15.4 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

Withdrawal, Substitution and Modification of Tenders

16.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney), (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 15.1 except that withdrawal all notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders.

16.2 Tenders requested to be withdrawn in accordance with ITT 16.1 shall be returned unopened to the Tenderers.

16.3 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

17. Tender Opening

17.1 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the

Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

17.2 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

17.3 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

17.4 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders and any other details as the Procuring Entity may consider appropriate.

17.5 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.

17.6 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders)

18. Evaluation and Comparison of Tenders

Confidentiality

18.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers.

18.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

18.3 From the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

19. Clarification of Tenders

19.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders. If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

Evaluation of Tenders

19.2 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

19.3 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:

- c) Prices offered by the Tenderer, corrected appropriately
- d) Price adjustment due to discounts offered
- e) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency
- f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

19.4 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.

19.5 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. The methodology to determine the lowest evaluated tenderer or tenderers will be based on each item and not a combination of items.

20. Qualification of the Tenderer

20.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which even the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

21. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

21.1 The Procuring Entity 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 there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

22. Award of Contract

22.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

23. Notice of Intention to enter into a Contract

23.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed
- d) was unsuccessful, unless the price information in (c) above already reveals the reason;

24. Negotiations

24.1 The negotiations shall be held at the place indicated in the TDS with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Services to be provided.

24.2 The negotiations shall start with discussions of the scope of the terms and conditions of the agreement, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Service Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

24.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

25. Letter of Award

25.1 The Procuring Entity shall transmit the Letter of Award to the successful Tenderer.

26. Signing of Contract

- 26.1 The Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 27.1 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 28.1 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

SECTION II - EVALUATION AND QUALIFICATION CRITERIA

EVALUATION CRITERIA

The technical proposal will carry a weight of 80% while the financial proposal will carry a weight 20%. Only those who meet the Mandatory requirements, and 70% minimum technical requirements will be evaluated further. The bids will be evaluated using the criteria set as below.

MANDATORY REQUIREMENTS

No	Requirements	Pass	Fail
1.	Company profile (Company history, contacts and services)		
2.	Firm's Business Registration Certificate and Valid Business Permit		
3.	Provide a list of the Firm's Partners and/or Directors with their contact details.		
4.	Valid and current Tax Compliance / Clearance Certificate from the Kenya Revenue Authority		
5.	Firm's Registration Certificate by NITA		
6.	Completed and Signed Form of Tender		
7.	Completed and Signed Business Questionnaire		

TECHNICAL CAPABILITY

No	Criterion	Marks
1	Trainer Experience:	15
	1. The bidder must provide a list of three (3) assignments of providing Training services to corporate financial organizations in the last 3 years. (5marks each)	
	2. Years of experience of the trainer: Minimum of five years for clients to whom similar training has been conducted (reference letter/offer letter OR LPO) (Score of 3 per year).	15
	Total	30

2.	Qualification of Key Personnel: Attach CV or portfolio showcasing relevant experience, certifications, and past engagements for the main trainers (5 marks for CV,5 Marks for Certificates and 5 Marks for testimonials) (15marks for each trainer)	30
	TOTALS	30
3.	Methodology and Approach Details write up on how the assignment will be undertaken. i) Understanding the Scope of training and conformity to the Terms of Reference ii) Training Strategy (Delivery: In-person sessions over two days, Format: Mix of presentations, group activities, and case studies) iii) Training Plan: Detailed outline of the training approach and topics to be covered. iv) Timeline: Confirmation of availability on 16th and 17th January for Sessions of approximately 6-7 hours each day, including break v) Support Needs: Any logistical or equipment requirements (e.g., projectors, flip chart) (6 marks for each)	30
	TOTALS	30
4.	Cost Breakdown Itemized costs, including professional fees, travel, accommodation, training materials, and any other expenses.	10
	TOTALS	10
	Total score	100
	Pass mark %	70

FINANCIAL EVALUATION

Only bidders that meet the minimum technical evaluation requirement of 70% shall proceed for financial evaluation. The financial score (Sf), for each bidder will be determined based on the lowest financial bid as follows

$$Sf = 100 \times Fm / F$$

Where:

Sf = Financial Score

F = Financial Bid of the Bidder under consideration.

Fm = Lowest Financial Bid.

The Combined Score (S) will be calculated as follows:

$$S = (St \times T\%) + (Sf \times P\%) \quad T = 80\% \text{ and } P = 20\%$$

SECTION IV- TENDERING FORMS

The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.

- a)* The form of tender
- b)* Tenderer's Eligibility - Confidential Business Questionnaire
- c)* Price Schedule form

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Business Name.....

Location of Business premises.....

Plot No.....Street/ Road.....

Postal Address.....Tel. No.....Fax.....Email.....

Nature of Business

Registration Certificate No.....

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

Name of your Bankers.....Branch.....

	Part 2 (a) – Sole Proprietor Your name in full Age Nationality Country of origin Citizenship details
	Part 2 (b) Partnership Given details of partners as follows: Name Nationality Citizenship Details Shares 1. 2. 3. 4.
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company-Nominal KSh.. Issued KSh.. Given details of all directors as follows Name Nationality Citizenship Details Shares 1..... 2..... 3..... 4..... 5.....
DateSeal/Signature of Tenderer	

PRICE SCHEDULE FORM

Work Description	Amount (Kes)
Total	

PART II–TERMS OF REFERENCE FOR PROVISION OF DELEGATES TRAINING SERVICES

OVERVIEW

Training for Sheria SACCO Delegates Meeting

Subject: Leadership for Peak Performance

Organization: Sheria SACCO Society Limit

Event Dates: 16th to 17th January 2025

Participants: 220 delegates from across the count

Theme: Leadership for Peak Performance

Venue: Serena Beach Resort and Spa, Mombasa

1. Background Information

Sheria SACCO Society Limited is organizing a national training meeting for its delegates to enhance leadership skills that d organizational and individual peak performance. The event will bring together key stakeholders to focus on transformation leadership and sustainable success strategies for membership recruitment, deposit mobilization and excellent service deliver

2. Training Objective

We aim to equip participants with Key leadership principles to inspire and drive teams effective Strategies for enhancing productivity and performance within SACCO environment Tools for addressing challenges in decision-making and stakeholder management.

3. Scope of Work

The trainer is expected to: Deliver an engaging and interactive training aligned with the theme Leadership for Peak Performance Cover topics such as transformational leadership, team dynamics,

and performance optimize Tailor content to the SACCO sector, ensuring relevance to the delegates' roles. Provide actionable insights and practical strategies participants can implement immediately

4. Training Requirements Delivery:

In-person sessions over two days. Duration: Sessions of approximately 6-7 hours each day, including break Format: Mix of presentations, group activities, and case studies.

5. Trainer Profile:

We are seeking a trainer with: Proven expertise in leadership training, particularly in organizational performance Experience working with SACCOs, cooperatives, or similar organization Strong presentation and facilitation skills, with the ability to engage a large audience

6. Proposal Requirements Kindly include the following in your proposal:

1. Training Plan: Detailed outline of the training approach and topics to be covered.
2. Trainer Profile: CV or portfolio showcasing relevant experience, certifications, and past en
3. Client References: Contact details for at least two clients for whom similar training has been conducted.
4. Cost Breakdown: Itemized costs, including professional fees, travel, accommodation, training materials, and any other expenses.
5. Timeline: Confirmation of availability on 16th and 17th January 2 6. Support Needs: Any logistical or equipment requirements (e.g., projectors, flip chart).

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- b) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- f) "Foreign Currency" means any currency other than the currency of Kenya;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of Kenya;
- i) "Local Currency" means Kenya shilling;
- j) "Party" means the Procuring Entity or the Service Provider, as the case may be, and "Parties" means both of them.
- k) "Personnel" means persons hired by the Service Provider;
- l) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- m) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- o) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Schedule of Requirements included in the Service Provider's Tender.
- p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address specified in the SCC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials specified in the SCC.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2e. of Attachment1 to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties, e t c

The Service Provider shall pay such taxes, duties, fees, levies and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come in to effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.

2.2 Duration and Commencement of Services the Commencement date and duration of the Service cover shall be specified in the SCC.

2.3. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all

reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.5. Termination

2.5.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through of this Sub-Clause 2.5.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.5.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.5.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) The Service provider shall pay or refund to the Procuring Entity any moneys paid but for which no consume rate services were provided.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the terms of the signed Service agreement and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Services other than the Service Services

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Service Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities as signed to them under this Contract;

- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 Reporting Obligations

The Service Provider shall submit to the Procuring Entity their reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.5 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity.

All reports, and other documents and software submitted by the Service Provider in accordance with Sub- Clause 3.4 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day stated in the SCC for each day that the Service Provider fails to pay the agreed compensation costs beyond or later the agreed date when such compensation should be made. The date by when the compensation costs should be made is specified in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.6.2 Correction for Over-payment

The Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment premium or certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.7 Performance Security

The Service Provider shall not be required to provide any Performance Security to the Procuring Entity.

3.8 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4 Service Provider's Personnel

The Contract shall not obligate the Service Provider to provide any specific personnel for carrying out of the Services.

5 Obligations of the Procuring Entity

5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub - Clauses 6.2 (a) or (b), as the case may be.

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum. Except as provided in Sub-Clause 5.1, the Contract Price may only be increased above the amounts stated in Sub- Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.3 and 6.3.

6.2 Contract Price

The price payable is set forth in the SCC.

6.3 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule stated in the SCC.

6.4 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

7 Quality Control

The contract shall not have any quality control modalities as this is not envisaged in the

industry

8 Settlement of Disputes

8.1 Amicable Settlement

Any party with dispute against the other party shall give notice to the other party, requesting the party to make Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

8.2 Arbitration if the Service Provider is a Kenyan firm

- 8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.
- 8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:
- i) Law Society of Kenya, or
 - ii) Chartered Institute of Arbitrators (Kenya Branch), or
 - iii) Service Institute of Kenya, or
 - iv) The Actuarial Society of Kenya.
- 8.2.6 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 8.2.7 The award of such Arbitrator shall be final and binding upon the parties.

8.3 Failure to Comply with Arbitrator's Decision

- 8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then

the other Party may, without prejudice to any other right it may have, refer the matter to a competent Court of law.

8.4 Arbitration if the Service Provider is a foreign firm

8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC