



**LSK SACCO SOCIETY LTD
P.O.BOX. 6740-00100 NAIROBI**

LSKS/1/EDMS/2024 - TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS), DIGITIZATION AND INDEXING OF LSK SACCO SOCIETY LTD DOCUMENTS AND INTEGRATION WITH OTHER BUSINESS SYSTEMS.

TENDER NO: LSKSIT/1/EDMS/2024

SUBMISSION CLOSING DATE: FRIDAY, 26TH APRIL 2024 AT 12:00 NOON

Website: www.lksacco.co.ke

SECTION I - INVITATION TO TENDER

NO. LSKSIT/1/EDMS/2024 - TENDER FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AN ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS), DIGITIZATION AND INDEXING OF LSK SACCO & LSK HOUSING SOCIETY LTD DOCUMENTS AND INTEGRATION WITH OTHER BUSINESS SYSTEMS.

- 1.1 LSK Sacco Society Limited invites sealed tenders from eligible EDMS Companies for the above services.
- 1.2 A complete set of tender documents may be obtained by interested candidates on this link <https://lsksacco.co.ke/downloads/tenders> .
- 1.3 Interested eligible bidders may obtain further information from our office at Crawford Business Park 3rd Floor Suite 23, Nairobi during normal office working hours.
- 1.4 Prices quoted should be inclusive of all taxes, and remain valid for 120 days from the closing date of the tender.
- 1.5 Bidders MUST provide a tender security in form of a Guarantee from a reputable Bank or an Insurance company at the time of awarding the tender.
- 1.6 The Bidder should provide one copy of the technical proposal enclosed in a sealed envelope and marked **ORIGINAL TECHNICAL PROPOSAL** and a Financial Proposal enclosed in a separate envelope marked **FINANCIAL PROPOSAL**.
- 1.7 Tenders will be opened immediately thereafter in the presence of the candidate's representatives who choose to attend the opening at Crawford Business Park Suite 23, 3rd Floor.
- 1.8 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box located at Crawford Business Park 3rd Floor Suite 23 addressed to:

**Chief Executive Officer
LSK Sacco society limited,
P.O Box 44071-00100
Nairobi.**

To be received on or before FRIDAY 26th April 2024 at 12.00 Noon.

LSK Sacco Society Ltd reserves the right to accept or reject any tender in whole or part and is NOT bound to give any reason thereof.

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix for Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 LSK Sacco Society Limited employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors), is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the LSK Sacco Society Ltd to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and LSK Sacco limited, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.
- 2.2.2 LSK Sacco Society Limited shall allow the tenderer to access the tender document free of charge.

2.3 Contents of Tender Document

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

2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify the LSK Sacco Society Ltd via email to procurement@lksacco.co.ke. LSK Sacco Society Ltd will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the LSK Sacco Society Ltd. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 The LSK Sacco Society Ltd shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, LSK Sacco Society Ltd, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, LSK Sacco Society Ltd, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7. Tender Prices

2.7.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule, the unit prices and total tender price of the services it proposes to provide under the contract.

2.7.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all applicable taxes payable.

2.7.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.8. Tender Currencies

2.8.1 ALL PRICES SHALL BE QUOTED IN KENYA SHILLINGS ONLY.

2.9 Tenderers Eligibility and Qualifications

2.9.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.9.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the LSK Sacco Society Ltd satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.10. Validity of Tenders

2.10.1 Tenders shall remain valid for 120 days after date of tender opening. A tender valid for a shorter period shall be rejected by the LSK Sacco Society Ltd as non-responsive.

2.10.2 In exceptional circumstances, the LSK Sacco Society Ltd may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.11. Format and Signing of Tenders

2.11.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.11.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.12 Sealing and Marking of Tenders

- 2.12.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.
- 2.12.2 The inner and outer envelopes shall:
- (a) be addressed to the LSK Sacco Society Ltd at the address given in the Invitation to Tender.
 - (b) bear tender number and name in the invitation to tender and the words, “DO NOT OPEN ON OR BEFORE FRIDAY 26th APRIL 2024 at 12.00 Noon The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.12.3 If the outer envelope is not sealed and marked as required, LSK Sacco Society limited will assume no responsibility for the tender’s misplacement or premature opening.

2.13 Deadline for Submission of Tenders

- 2.13.1 Tenders must be received by the LSK Sacco Society Ltd at the address specified.
- 2.13.2 The LSK Sacco Society Ltd may at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the LSK Sacco Society Ltd and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.14. Modification and Withdrawal of Tenders

- 2.14.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by LSK Sacco Society limited prior to the deadline prescribed for submission of tenders.
- 2.14.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions. A withdrawal notice may also be sent by speed post or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.14.3 No tender may be modified after the deadline for submission of tenders.
- 2.14.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security.

2.15. Opening of Tenders

- 2.15.1 The LSK Sacco Society Ltd will open all tenders in the presence of tenderers’ representatives who choose to attend on Friday 26th April 2024 at 12.00 Noon at Crawford Business Park 3rd Floor Suite 23. The tenderers’ representatives who are present shall sign a register evidencing their attendance
- 2.15.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as LSK Sacco Society Ltd, at its discretion, may consider appropriate, will be announced at the opening.

2.15.3 The LSK Sacco Society Ltd, will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.16 Clarification of Tenders

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

2.16.2 Any effort by the tenderer to influence the LSK Sacco Society Ltd, in the LSK Sacco Society Ltd, tender evaluation, and tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.17 Preliminary Examination and Responsiveness

2.17.1 The LSK Sacco Society Ltd, will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.17.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.17.3 The LSK Sacco Society Ltd, may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.17.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the LSK Sacco Society Ltd, will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the LSK Sacco Society Ltd, determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.17.5 If a tender is not substantially responsive, it will be rejected by the LSK Sacco Society Ltd, and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.18. Conversion to single currency

2.18.1 Where other currencies are used, the LSK Sacco Society Ltd, will NOT convert those currencies to Kenya Shillings. All amounts quoted must be in Kenya shillings.

2.19. Evaluation and Comparison of Tenders

2.19.1 The LSK Sacco Society Ltd will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.19.2 The LSK Sacco Society Ltd, evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- a) Operational plan proposed in the tender;
- b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.19.3 The following evaluation methods will be applied.

a) Operational Plan

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

b) Deviation in payment schedule

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

2.19.4 The tender evaluation committee shall evaluate the tender within 45 days from the date of opening the tender.

2.20. Contacting the LSK Sacco Society Ltd

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

2.20.2 Any effort by a tenderer to influence the LSK Sacco Society Ltd, in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.21 post-qualification

2.21.1 The LSK Sacco Society Ltd will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.21.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the LSK Sacco Society Ltd deems necessary and appropriate

2.21.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the LSK Sacco Society Ltd, will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.22 Award Criteria

2.22.1 Subject to paragraph 2.29 the LSK Sacco Society Ltd, will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

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

2.23. The LSK Sacco Society Ltd Right to accept or reject any or all Tenders

- 2.23.1 The LSK Sacco Society Ltd, reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the LSK Sacco Society Ltd action. If the LSK Sacco Society Ltd, determines that none of the tenders is responsive, the LSK Sacco Society Ltd shall notify each tenderer who submitted a tender.
- 2.23.2 The LSK Sacco Society Ltd shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.23.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.24 Notification of Award

- 2.24.1 Prior to the expiration of the period of tender validity, the LSK Sacco Society Ltd will notify the successful tenderer in writing that its tender has been accepted.
- 2.24.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the LSK Sacco Society Ltd pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.24.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the LSK Sacco Society Ltd will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.25 Signing of Contract

- 1.25.1 At the same time as the LSK Sacco Society Ltd notifies the successful tenderer that its tender has been accepted, the LSK Sacco Society Ltd will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.25.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to LSK Sacco Society limited
- 2.25.3 The contract will be definitive upon its signature by the two parties.
- 2.25.4 The parties to the contract shall have it signed within 30 days from the date of opening the tender unless there is an administrative review request.

2.26 Performance Security

- 2.26.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the LSK Sacco Society Ltd.
- 2.26.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the LSK Sacco Society Ltd may make the award to the next lowest evaluated tender or call for new tenders.

2.27 Corrupt or Fraudulent Practices

- 2.27.1 The LSK Sacco Society Ltd requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.27.2 The LSK Sacco Society Ltd will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.27.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

2.28. Appendix to instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

- 2.28.1 The Appendix to instructions to tenderers is intended to assist the LSK Sacco Society Ltd in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
- 2.28.2 The LSK Sacco Society Ltd should specify in the appendix information and requirements specific to the circumstances of the LSK Sacco Society Ltd and the tender evaluation criteria that will apply to the tenders.
- 2.28.3 In preparing the Appendix the following aspects should be taken into consideration;
- (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the Specific procurement to be also incorporated.
- 2.28.4 Section II should remain unchanged and can be amended through the Appendix to instructions to tenders.
- 2.28.5 Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and Regulations.

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the LSK Sacco Society Ltd and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the LSK Sacco Society Ltd under the Contract.
- (d) "The LSK Sacco Society Ltd" means the organization procuring the services under this Contract
- (e) "The Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.

(g) "SCC" means the Special Conditions of Contract

(h) "Day" means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the LSK Sacco Society Ltd' prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the LSK Sacco Society Ltd in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the LSK Sacco Society Ltd' prior written consent, make use of any document or information obtained from the Sacco.

3.4.3 Any document, other than the Contract itself, shall remain the property of the LSK Sacco Society Ltd and shall be returned (all copies) to the LSK Sacco Society Ltd on completion of the contracts or performance under the Contract if so, required by the LSK Sacco Society Ltd.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the LSK Sacco Society Ltd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within twenty-eight (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the LSK Sacco Society Ltd the performance security where applicable in the amount specified.

3.6.2 The proceeds of the performance security shall be payable to the LSK Sacco Society Ltd as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, (KSHS.) ONLY and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Approved Insurance guarantee.

3.6.4 The performance security will be discharged by the LSK Sacco Society Ltd and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the LSK Sacco Society Ltd in the schedule of requirements and the special conditions of contract

3.8. Payment

3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in the contract.

3.82. Payment shall be made promptly by the LSK Sacco Society Ltd, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

3.9. Prices

3.9.1 Prices charges 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 quoted by the tenderer in its tender or in the LSK Sacco Society Ltd' request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the LSK Sacco Society Ltd' prior written consent.

3.11. Termination for Default

3.11.1 The LSK Sacco Society Ltd may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

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

3.11.2 In the event the LSK Sacco Society Ltd terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the LSK Sacco Society Ltd for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The LSK Sacco Society Ltd may at any time 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the LSK Sacco Society Ltd.

3.13. Termination for Convenience

3.13.1 The LSK Sacco Society Ltd by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities 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 the LSK Sacco Society Ltd may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The LSK Sacco Society Ltd and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 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

3.15.1 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. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

3.18.1 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 Email and confirmed in writing to the other party's address specified in the Contract.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the LSK Sacco Society Ltd in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the LSK Sacco Society Ltd and the insurance cover required. In preparing Section IV, the following

aspects should be taken into consideration.

(a) Information that complement provisions of Section III must be incorporated; and
(b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.

3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

TERMS OF REFERENCE (TOR) FOR ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

INTRODUCTION

LSK Sacco has been existence for 35 Years. Over the years there has been significant growth in membership, resulting to increase in records/paper documents. Consequently, there is need to have a robust process engine and interactive interface that will convert the existing manual business processes into electronic paperless business processes. This will improve the turnaround times, transparency, accountability, accessibility, collaboration, system integration and elimination of redundant activities.

Current status in our Registry

The Sacco has around 11,270 Member files, 150 affiliate files and Housing has 1,627 members file and 35 affiliate files. In total our registry has an approximate of 12,084 files.

1. Members files

With increase in paper documentation, it is tiresome filing documents every other week. Tracking of physical documents has been a challenge due to previous misfiling. The files also tend to be prone to wear and tear and need replacement over time adding to operational cost. In some rare cases we have experienced physical files missing with no way of tracking them. A physical copy would be an ideal back up for an online soft copy file.

2. Vendors files: These are files for our suppliers and partners.

3. Bank statements

Monthly bank statements are filed and stored in the registry. Over time, these files have ended up being bulky and they need to be digitized to avoid losing the data in those files and for reference purpose.

4. Management files

These are confidential files that entail staff files, Board files, financial documents and company documents digitizing them will enhance their security.

(a) Scope of the Services

Supply and Implementation of EDMS software solution at LSK Sacco and LSK Housing including operating system, database management system, application software, scanners, middleware (as required on implementation), that includes:

1. Digitization of the existing documents and records into the system.
2. Automation of records management related processes of the above mentioned EDMS system.
3. Undertake business analysis, design specification, coding and testing or required system interfaces and software components required to address LSK Sacco's specific requirements

- related to document management
4. Analysis and Reporting
 5. Provision of extensive Application Programming Interfaces (APIs) / Web Services to enable other systems to integrate / interoperate with the EDMS, including data integration.
 6. Provision of one production scanner
 7. Conducting Change Management
 8. Installation, Configuration, Deployment and Go-Live
 9. Training and Knowledge Transfer (3 User - Full training for Administrators, 8 User - Train-The-Trainers for end users and 30 Users to be trained during system roll out)
 10. Post Implementation On-going Maintenance and onsite Support.
 11. System should go live with complete scope of work and user acceptance testing (UAT) within six months of the project start date. To review the replication site and disaster recovery plan, Setting up Deployment, Production, Testing, and Disaster Recovery Environment
 12. The EDMS must include the necessary hardware and software applications for day-forward digitization of paper records (i.e. scanning solutions) in order to capture paper records and register them into the EDMS.

NB: The EDMS is not merely an adjunct or a minor component of some other larger business systems, but it is an essential in its own right. The proposed EDMS should be a fully-fledged system. It should be capable of being integrated with other business systems, primarily the SACCO's ERP, in order to manage the records produced by those business systems. The main components to be included in the systems are Document Management system (DMS), Records management system (RMS) and Business Process Management System.

1.0 TECHNICAL PROPOSAL

Refer to the Technical Requirements

2.0 PRE-QUALIFICATION INFORMATION

Attached to this document is a questionnaire (No. 4) to be completed by prospective bidders. The bidders must ensure that they provide documentation to support the information provided in the questionnaire. Besides the questionnaire, bidders will be required to provide information to satisfy the requirements set out from 2.1, 2.2, 2.3 and 2.4 below. It is important to note that we will not consider incomplete tender documents. All the documents that form part of the proposal must be completed in English.

It is understood and agreed that the tender documents for prospective bidders are to be used by the Company in determining, according to its sole judgment and discretion, the qualifications of prospective bidders to implement and maintain an Electronic Document Management system. Bidders will not be considered qualified unless in the judgment of the Company they are authorized, have the capability, experience, qualified personnel and working capital sufficient to satisfactorily execute the project.

2.1. Experience

Bidders must have at least five (5) years' experience in the implementation of similar projects. They must demonstrate competence, willingness and capacity to provide the services within reasonable timelines.

Past performance will be given due consideration in the evaluation. Bidders must provide proof of having successfully completed projects of similar or larger scale and size over the last two (2) years, preferably in the Sacco sector. The proof should be in the form of documented and verifiable

references, extract of contracts and purchase orders/service orders.

The company may require bidders to organize site visits where they have successfully implemented similar solutions.

2.2. Personnel

The bidders must provide the names, qualifications and experience and detailed CVs of the key personnel to execute the actual implementation. Bidders must provide a written undertaking that staff proposed for the work will be present for the whole duration of the project implementation.

2.3. Joint Ventures

Where the bidders propose to undertake the project jointly with other parties, they must provide evidence of successfully implemented projects whether jointly or individually.

The roles of the various parties during and after implementation must be clearly stipulated. All parties must complete the Business Questionnaire and attach the required documentation as per the questionnaire.

2.4. Authorizations

Where bidders are proposing a third-party solution, they must provide evidence of authorization, certifications and partnership arrangements from the software developer.

2.5. Project Plan

Bidders must provide a detailed project plan for the entire project indicating key personnel for each implementation and details of delivery, installation and completion period.

2.6. Financial Condition

Bidders must provide evidence of financial ability to execute the project. The vendor's financial condition will be evaluated using the audited financial statements for the last two years.

3.0 FINANCIAL PROPOSAL

Bidders must provide a financial proposal separate from the technical proposal. The proposal should clearly indicate the detailed costings of the individual components tendered and a summary of all components clearly indicating the tax components of the cost. The bidders should also propose terms of payment. In particular, the proposal should clearly show:

- a) Initial license costs**
- b) Implementation costs**
- c) Annual license costs**
- d) Annual SLA costs**

Bidders may separately guide on other cost associated with project. These costs will just be for information and will not be evaluated.

4.0. BUSINESS QUESTIONNAIRE

A. COMPANY INFORMATION

Company Name: _____
As per certificate of incorporation

Trading Name: _____
If different from company name

Date of incorporation: _____

Nature of Business: _____

Physical Location: _____ House: Street/Road: _____

Postal Address: _____ Post Code: _____ City/Town: _____

KRA PIN: _____ Tax Compliance Status: _____

No. of Staff: _____ Permanent: _____ Casual/Temporary: _____

Key Partnerships/Certifications _____

(i) _____

(ii) _____

(iii) _____

(iv) _____

(v) _____

(Attach all relevant business licenses, certifications and compliance documentation)

B. DIRECTORS AND SHAREHOLDING

Attach current CR12 (Not older than 6 months)

C. KEY PERSONELL

1. Name: _____

Academic Qualifications: _____

Professional Qualifications: _____

Role in the Company: _____

No. of years of experience: _____

No. of years with company: _____

(Attach current CV and copies of Certifications)

2. Name: _____

Academic Qualifications: _____

Professional Qualifications: _____

Role in the Company: _____

No. of years of experience: _____

No. of years with company: _____

(Attach current CV and copies of Certifications)

3. Name: _____

Academic Qualifications: _____

Professional Qualifications: _____

Role in the Company: _____

No. of years of experience: _____

No. of years with company: _____

(Attach current CV and copies of Certifications)

D. DIRECTORS AND SHAREHOLDING

Attach current CR12 (Not older than 6 months)

C. KEY PERSONELL

1. Name: _____

Academic Qualifications: _____

Professional Qualifications: _____

Role in the Company: _____

No. of years of experience: _____

No. of years with company: _____

(Attach current CV and copies of Certifications)

2. Name: _____

Academic Qualifications: _____

Professional Qualifications: _____

Role in the Company: _____

No. of years of experience: _____

No. of years with company: _____

(Attach current CV and copies of Certifications)

3. Name: _____

Academic Qualifications: _____

Professional Qualifications: _____

Role in the Company: _____

No. of years of experience: _____

No. of years with company: _____

(Attach current CV and copies of Certifications)

D. PAST/PRESENT CLIENTS

1. Name of Client: _____ Sector: _____

Address: _____ Telephone: _____

Name of Contact: _____ Position: _____

Email address of contact: _____ Value of Contract _____

Completed/Ongoing? _____ Duration of engagement _____

Key Successes: _____

(Attach proof of engagement with client, testimonials/references)

2. Name of Client: _____ Sector: _____

Address: _____ Telephone: _____

Name of Contact: _____ Position: _____

Email address of contact: _____ Value of Contract _____

Completed/Ongoing? _____ Duration of engagement _____

Key Successes: _____

(Attach proof of engagement with client, testimonials/references)

3. Name of Client: _____ Sector: _____

Address: _____ Telephone: _____

Name of Contact: _____ Position: _____

Email address of contact: _____ Value of Contract _____

Completed/Ongoing? _____ Duration of engagement _____

Key Successes: _____

(Attach proof of engagement with client, testimonials/references)

5.0 SWORN STATEMENT (MANDATORY)

Having studied the information in the document for the above project we/I hereby state:

- a. The information furnished in our application is accurate to the best of our knowledge.
- b. That I/We understand that I/We shall be disqualified should the information submitted here for purpose of seeking qualification be materially inaccurate or materially incomplete.
- c. We enclose all the required documents and information required for the RFP evaluations.

Company Name
Represented by.....
Date
Signature.....
(Full name and designation of the person signing and stamp or sea

TECHNICAL SPECIFICATIONS AND EVALUATION

LSK Sacco intends to implement and maintain a document management system to support its business process management. Below are the requirements for an EDMS system that will include scanning and indexing of documents.

The following will constitute how the tenders will be evaluated.

All documents under the mandatory section MUST be submitted and must be current

The table below contains Mandatory requirements that must be met before proceeding to the Technical Evaluation.

Table 1: Mandatory Requirements

No.	Requirement	Mandatory	Provided
			Yes / No
1	The tender has been submitted in the required format as per the invitation to tender and tender instructions	Required	
2	The required Original and One copy of the tender documents have been submitted	Required	
3	Submit a duly completed Form of Tender	Required	
4	The tender is valid for the 120 days as required;	Required	
5	Presentation of the entire tender document in a logical manner indicating table of content and all the pages MUST be serialized in chronological order.	Required	
6	Bidders MUST submit a duly completed confidential Business Questionnaire provided in the tender document.	Required	
7	Bidder MUST submit a duly filled, signed and stamped Self- Declaration form confirming that the person/tenderer will not engage in any corrupt or fraudulent practice	Required	
8	Bidder MUST provide duly filled, signed and stamped Certificate of Independent Tender Determination	Required	
9	Provide documentary evidence of the company's Certificate of Incorporation / Registration	Required	
10	Provide copy of the company's valid KRA Tax Compliance certificate.	Required	
11	Attach a copy of updated CR12 showing current directorship. (For incorporated firms only).	Required	
12	Provide a valid and duly filled, signed and stamped Original Manufacturer's Authorization Form (MAF)	Required	
13	Provide valid accreditation from ICT Authority of Kenya on Electronic document management system.	Required	
14	Audited financial statements for the last 3 years	Required	

The table below (Table 2) contains the Technical Evaluation of the Bidders firm. Bidders Must score at least 25 Points to proceed to Functional Evaluation.

Table 2: Technical Requirements Evaluation

No.	TECHNICAL EVALUATION -THE FIRM/ BIDDER	SCORE
1	A detailed profile of their company. The company profile should include the company's core business	2 Points
2	<p>Provide at least 3 references of which 2 should be Sacco's where they have implemented a distributed EDMS system and any other financial institution. Bidder to demonstrate experience for Electronic document management System- Supply, installation and configuration.</p> <p>Must have experience in EDMS integration with Navision 2018 and above ERP</p> <p>Bidder to demonstrate past experience and performance of undertaking similar EDMS solutions within the past 5 years in East</p>	6 points 1 point per reference (Client)
	Documents submitted shall clearly indicate name of client, project, commencement and completion dates of the contracts, and names of contact persons (This will be verified) Attach copies of reference	
3	<p>Staff Qualification: The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site. Bidders shall submit, certified true copies, CV's of key personnel to be involved in the works</p> <p>•Project Manager a) Experience in managing Document Management system-based Projects preferably in a financial institution, Good Communication & Presentation skill. b) Experience in using Project Management tools such as Ms Project. c) Min Experience of 5 years in Project Management</p> <p>• Document Management specialist Application architecture, Security architecture, Application Design and Hands on Development.</p> <p>• Integration specialist Experience in Integration, Tester Specialist Design and Develop data models, integration, services, APIs Perform unit testing of the modules/system</p>	10 Points 2 Marks per reference

	<ul style="list-style-type: none"> • Business process analyst Process and need analysis, designing of specifications /workflows as per the user's requirements 	
	<ul style="list-style-type: none"> • Quality Assurance specialist Prepare System Test Plan (Integration, Security, Performance) Perform end-to-end testing (system integration, security testing, performance testing) 	
4	<ul style="list-style-type: none"> • Technical Design Show the High-Level diagram of the proposed topology to be implemented 	5 points
5	Project Plan and methodology	5 points
6	Provide a detailed project implementation schedule which includes below: <ul style="list-style-type: none"> •Project Management Timelines •Each Personnel Schedule of activities •Sequencing of all activities in Scope of works 	
7	The vendor must provide for training of at least 3 administrators*. Attach curriculum, training plan and the itinerary for the 3 to be conducted off site for a minimum of 40 hours covering the solution end to end. (2 ICT Staff and Head Registry)	2 Points
TOTAL MAXIMUM SCORE		30 Points

The specifications listed below should be inherent to the system/ out of the box features that do not require extra developments and or extra coding.

Important Notes for bidders

- 5.1.1 The bidder **MUST** provide substantive responses for all clause-by-clause requirements in the bidder response columns in the tables provided. Copy and pasting the requirement (s) as your response and use of words such as **COMPLIANT, YES, OK, TICK**, etc. will be considered responsive.
- 5.1.2 The responses **MUST** be neatly ordered and arranged as per the tables below corresponding to the line items listed in the rows. Responses that are not numbered and or are bundled in long paragraphs will be considered non-responsive.

FUNCTIONAL REQUIREMENTS

The required features of EDMS are as tabulated below:

Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
Systems Architecture and Scalability			YES	NO
1.1	The system should be platform independent and should support common operating systems environments such as Linux, Solaris and Windows for application server			
1.2	The system should adopt a J2EE based approach for the purpose of portability.			
1.3	The system should support multi-tier architecture with each tier being independent secure and fully encrypted.			
1.4	The system should be based on scalable architecture for the purpose of supporting clustering at the Web server, Application server and database Faulter layers.			
1.5	The system should support multiple databases such as SQL and Oracle databases.			
1.6	The system should support fully integration with existing systems in LSK Sacco through JSON based API, more so the Core Banking System.			
1.7	The System should support integration with Email Servers and cloud backup file servers.			
1.8	The system should integrate to industry standard Short Message Service (SMS) module platform			
1.9	The system should integrate with third party signature devices			
1.10	The system should be compliant to Content Management Interoperability Services (CMIS), Web Distributed			

	Authoring and Versioning (WebDAV) and Open Document Management API (ODMA) Standards.			
1.11	The System should support message-based collaboration based on protocols such as FTP and SMTP.			
1.12	The system should be able optimize the management of the documents by separating the storage of the index and actual images. Only indexes should be stored in the database while the actual images are stored in a separated server.			
1.13	The system should support distributed Document Repositories for document upload and access			
1.14	The system should have image processing and enhancement features such as cropping, compression among others.			
1.15	The system should be able to handle high volumes of data and support the search of documents using predetermined search criteria within a fraction of a minute.			
1.16	The system should be flexible to allow the customer's technical staff to customize the user interface.			
1.17	The system should integrate with a wide range of enterprise applications to run repeatable processes, such as updating metadata based on information stored in an external database 1 user license will be used for integration of EDMS and ERP therefore the users on the ERP can access document and the workflow without logging to EDMS			

Category Feature		Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
2.0 System's Administration Module				
2.1	The system Should support a web-based administration module.			
2.2	The system's Admin module should support granting access at Users/Groups/Role levels and should enforce the Sacco's password and other security policies.			
2.3	The system's Admin module should provide an easy-to-use user interface.			
2.4	The system's Admin module should provide interface for purging old audit trail and do selective logging			
2.5	They should support creation and configurations of templates with minimal technical knowledge.			
2.6	The system's Admin module should provide facility for taking complete and incremental backups. Please state recommended backup and other disaster recovery procedures for the DMS as an annexure.			
2.7	System should be able to automatically log off after period of inactivity			
2.8	System should have a provision to set a password policy on system users			
2.9	System should allow for updates and hotfixes to be downloaded by the organization from the support site			

2.10	System should make session updates immediately available to relevant users by storing sessions on a centralized server for multiple user access.			
2.11	The solution licensing model should include unlimited servers and repositories to support active clusters, offsite mirrors, test and development servers, data segregation, and multiple servers for remote access or secure data			
2.12	The system should have error and warning reporting system			

Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
3.0 Security and control				
3.1	The System should support LSK Sacco security policy such as password policy & two factor authentication through the SMS			
3.2	The system should integrate with the existing LSK Sacco Domain Control security policy.			
3.3	The system should support user, groups and roles-based access policy.			
3.4	The system should support multilevel users' policy such as write, Delete, view, update and update policies			
3.5	The system should support access permissions on Folders, documents and object level.			
3.6	The system should support role-based access			
3.7	The system should provide for secure access using https and SSL for secure data transfer.			

3.8	<p>The systems should have extensive audit trail capturing details such as machine's MAC address, IP address etc. The audit-trails should be at document, Folder and for highest levels for each action done by particular use</p> <p>Generate audit trail report on separate actions and between specific dates/times</p> <p>Documents detractions by authorized users</p>		
3.9	<p>The system should maintain secured audit logs on the access and use of physical records.</p>		
3.10	<p>The system should have ability to securely redact sensitive portions of documents, and access rights determining the level of access to documents for users or user groups</p>		
3.11	<p>The system shall support Disaster recovery by replicating the data at remote locations.</p>		
3.12	<p>The system should provide Lightweight Directory Access Protocol (LDAP) support for integrating with directory services and shall support single sign on.</p>		

3.13	The system should support extensive reporting facilities at document, folder and user level. Please specify all inbuilt reports available in the system and also provide effort estimates for any new Custom reports to be designed.			
3.14	The system should have the capability to set automatic reminders and alarms to concerned users.			
3.15	The system should allow locking of documents for editing and importing it back into the system through check-in/Check-out features.			
3.16	The system should have secure signatures available and stored securely. The system should be able to support the use of e- signatures			
3.17	The system should support Dynamic rights allocation on objects after receiving the work item. The rights should be enabled / disabled automatically as the letter is routed in the defined path.			
3.18	The system should provide a capability for only authorized individuals to create, edit, and delete file plan components and their identifiers. Each component identifier shall be linked to its associated component and to its higher-level component identifier(s).			

3.19	The system should have a feature of reorganizing the file plan and automatically propagating the changes resulting from the reorganization to the affected records and record folders.			
3.20	The system should only allow users to view, create, edit, and delete disposition schedule components of record categories.			
3.21	The system should only allow authorized users to add records or make other alterations to record folders that have been cut off.			
3.22	The system should have the ability to force printouts to include security watermarks for tracking origin, e-signatures, digital stamps from units/departments/action officers.			
3.23	The system should allow users to encrypt PDFs before e-mailing			

Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
4.0 Document Capture Features				
4.1	The system should provide an integrated scanning feature with capability for centralized and decentralized Scanning & Document Capturing			
4.2	The system supports Bulk Import of image and electronic documents.			
4.3	The system shall support Quick scanning and indexing of bulk documents. The stages of scanning, quality check and Indexing shall be preferably mapped as stages in scanning solution.			
4.4	The system shall support Automatic categorization of scanned images as different documents that include administrative documents such as correspondences workflow, membership application forms, loan forms, members instructions among others.			
4.5	The system should provide for automatic correction of parameters like format/compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc. during scanning			
4.7	The system shall Support automatic indexing from specified zones like Application ID using OCR			

	functionality.			
4.8	The system shall provide Easy to use GUI for setting the scanning properties like indexing parameters, document and folder nomenclature, zones for data extraction.			
4.9	The system should be able to classify documents using barcodes, fields, form identification or any other characteristics.			
4.10	The system shall provide Compression of scanned image files in TIF Format.			
4.11	The system shall Support all the special image enhancement functionality offered by the scanner through the driver interface.			
4.12	The system should be able to schedule document uploading to the repository and start a scanning session automatically.			
4.13	The system shall be able to support a Web based scanning facility for ad-hoc scanning, where document load is not very high.			
4.14	The system should support Bulk Import of images and electronic documents and automatic indexing of documents on the basis of Offline data.			
4.15	The system should support the capture of digital records in different formats: Emails and attachments, documents from WhatsApp chatbots, OCR documents, digital onboarding platforms,			

	Images - .TIF, jpeg, pdf, gif, PDF etc.			
4.16	The system shall support all commonly used file formats such as MSOffice, Acrobat, TIF, JPEG, GIF, BMP and scanned documents			
4.17	The system should have the capability to capture the document through mobile devices.			

Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
5.0 Documents Indexing				
5.1	The system should provide the facility to index folders and documents on user-defined indexes.			
5.2	The system should support application of numbers on documents automatically			
5.3	The system should provide the facility to set particular fields as mandatory or unique.			
5.4	The system should allow the use of extracted data from bar codes and document content to automatically name, index, and assign metadata to documents.			
5.5	The system should facilitate manual and automatic indexing			

	using OCR functionality or from other applications.			
5.6	The System should support Automatic full text indexing for Text search.			
5.7	The system should support the incorporation of links for connecting documents that are related to each other regardless of where they are stored.			
5.8	The system should allow the creation of comments fields and automatically insert date, e-stamps and other relevant information such as the username, designation.			
TOTAL POINTS				

TOTAL POINTS				
Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
7.0 Documents Search and Retrieval				
7.1	The system should support an extensive search facility to retrieve documents or Folders.			
7.2	The system should support the saving of search queries and search results.			
7.3	The system should support combined search on Profile Indexed and Full-Text Search.			
7.4	The system should support the searchfor documents/Folders using user-defined indexes and document classes.			
7.5	The system should support Full-Text images on image and electronic documents.			
7.6	The system should support advanced search using Boolean and logical operators.			
7.7	The system should support the facility to import from and export search results in excel format.			
7.8	The system should allow users to download documents depending upon the access rights.			

7.9	The system should allow users to access and distribute documents through various options such as print, email, etc.			
7.10	The system should have a feature for Auto CD viewer for remote distribution, using which, the complete set of documents can be exported on the CD with the viewer and metadata and the documents can be searched and viewed in an offline mode without connecting to the server.			

TOTAL POINTS				
Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
8.0 Documents Filing				
8.1	The system should replicate the current LSK Sacco filing handling method to ensure the digitized files are the same as the physical files look and feel.			
8.2	The system should support browsing through the noting on the LHS to facilitate easy identification of any filed document.			
8.3	The system should enable users to append notes automatically stamped with the user stamp, user ID and digital signature.			
8.4	The system should have a feature that enables users to link the notes to any document and previous notes shall provide a facility for users to link the notes to any document so that corresponding objects can be directly opened from the note view.			
8.5	The system should have a note security feature that ensures appended notes with comments and signatures cannot be modified.			
8.6	The system should allow integration with new documents from third-party applications such as Microsoft suite from the same interface.			

8.7	The system should allow authentication of notes with signatures using light pend from the same interface.			
TOTAL POINTS				

Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
9.0 Image editing features				
9.1	The system should support Image processing/editing features.			
9.2	The system should support image processing features such as merging/splitting documents based on bar-code/page count, etc. to assemble documents from scanned batches.			
9.3	The system should provide a Clipping management interface cutting clips from multiple source images and preparing a new document.			
TOTAL POINTS				

Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
10.0 Business Workflow				
10.1	The system should allow automation of business workflows such as membership application, Loanapplication, Administration documents workflow, save as pdf (supporting documentation) etc. The workflows should be able to allow for the initiator and the approver by replicating the workflow on the core banking system			
10.2	The system should allow for in house business communication through emails, memos, noting and commenting on the memos with their accompanying attachment.			
10.3	The system should handle incoming mails and automatically route them to action officers accordingly.			
10.4	The system should provide for collaborative working on documents in a secure manner.			
10.5	The system should allow routing of Workflow instances to users' inboxes for their action.			

10.6	The system should have a feature that allows highlighting workflow items as read/unread/high priority.			
10.7	The system should provide for items/file references to other users regardless of whether they are part of the workflows.			
10.8	The system should be flexible in allowing any user to terminate the workflow depending on the workflow definition.			
10.9	The system should allow diversion of workflow delegating/substituting whenever the user who is meant to work is not available.			
10.10	The system should allow different types of reminders such as time- based and escalation after a certain period of time.			
10.11	The system should allow tasks assignments and enforcement of deadlines			
10.12	The system should allow flexibility for users to request for extension of deadlines.			
10.13	The system should provide for monitoring to establish the status of any workflow item.			
10.14	The system should be able to display pending documents and required actions at various stages within a business process, increasing visibility, removing bottlenecks and prompting timely responses from action officers.			

10.15	The system workflow includes databases activities to easily push and pull information from another database, especially the Sacco's ERP without any code. Using the Member number and /or Loan number, the system should pull relevant member's details from ERP including ID no., Payroll number and member's names			
10.16	The system should include workflow tracking to enhance accountability			
10.17	The system should have an inherent robotic process automation module that will enable the Sacco to automate repetitive, routine work between multiple systems. The robotic process automation should be code free, and configurable by any non-technical user			
TOTAL POINTS				

Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
11.0 Physical Records Management				
11.1	The system shall support the facility to generate paper profiles for tracking of physical documents, which are not scanned and shall provide detailed reports. The system should support barcoding as a further means of document archival, retrieval and storage.			
11.2	The system should enable registry staff to issue and receive physical files.			
11.3	The system must be able to link contextual information (i.e. a metadata profile) to the physical records.			
11.4	The system should support the assignment of the appropriate retention and disposition rule to the physical record			
TOTAL POINTS				
Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
12.0 Documents Tracking				
12.1	The system should track the movement of physical records.			
12.2	The system should support version control and differentiate original records from drafts and copies.			

12.3	The system should support the documentation of retention information and disposition events in the physical record's metadata profile.			
12.4	The subsystem shall provide ease and flexibility in arranging documents in a folder by Sorting and viewing the documents in the folder on number of relevant parameters of the document such as Name, Date, Type, Size, Pages and Useful Information.			
12.5	They shall support the categorization of documents in folders-subfolders just like the windows interface. Please specify any limit on the number of folders and sub- folders.			
12.6	The system shall provide the facility to link cross-related documents like Application form and Field report, Grievance and reply sent.			
12.7	The system shall provide a search facility in the same interface, so that users are able to search the documents to be linked.			
12.8	The system should support versioning of documents with facility to write version comments.			
TOTAL POINTS				
Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO

13.0 Records Scheduling				
13.1	The system should define multiple phases (e.g. transfer to inactive on-site storage, transfer to off-site storage) within a disposition schedule.			
13.2	The system should have a provision for sorting, viewing, saving, and printing list(s) of record folders and/or records (regardless of media) based on any combination of the following; a) disposition action date b) Disposition action c) Location d) Transfer of accession location e) Vital Records Review and update f) Record Category identifier g) Folder unique identifier			
13.3	The system should have a feature for sorting, viewing, saving, and printing life-cycle information, eligibility dates, and events of user-selected record folders and records.			
13.4	The system should have a feature for sorting, viewing, saving, and printing life-cycle information, eligibility dates, and events of user-selected record folders and records.			
TOTAL POINTS				
Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO

14.0 Records Cut off				
14.1	The system should have a feature to support cut off instructions for scheduled and unscheduled records folders.			
14.2	The system should have an option for users to either Reject or Accept the Transfer request with facility to write comments against individual request items.			
14.3	The system shall support reminders and acknowledgements on individual requests.			
TOTAL POINTS				
Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
15.0 Documents Disposal				
15.1	The system should be able to identify record folders and records, and record metadata, that are eligible for disposal, as a result of			

	reaching that phase in their life cycle.			
15.2	The system should provide options for documents disposal such as Shred, burn etc., as per the rules set for particular type of records.			
15.3	The system should have a prompt the user the user to confirm the deletion before the operation is executed.			
15.4	The system should provide Report on <ul style="list-style-type: none"> i) actions on the selected file plan component ii) the Records in the selected file plan component iii) activities of the selected user. iv) the Request/Return activities pertaining to requested records. v) overdue items corresponding to requested records vi) files borrowed. vii) Documents whose retention period is getting over in specified time. viii) Disposition ix) schedule 			
TOTAL POINTS				

Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
16.0 Analysis and reporting				
16.1	The system should provide extensive standard reports as well as having a provision of customized reports design.			
16.2	The system shall support extensive reporting facilities at document, folder and user level.			
16.3	The system should assign a unique record identifier to each record, both Electronic and non-electronic and should store a record with all its attachments.			
16.4	The system should be able to report on media type, record format and identify the physical location of all records, so that they can be traced easily.			
16.5	The system should analyze sensitive data and user activities			
16.6	Reports and dashboards should be available from any platform			
16.7	The system should allow users to export list of contents to run reports with a csv file			
TOTAL POINTS				

Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
17.0	The OEM/Vendor/Software Manufacturer, The Solution/ EDMS			
17.1	The OEM/Vendor must have a local partner who will implement the solution			
17.2	The OEM/Vendor must have an online community/ support site where training manuals and 'how to 's' can be assessed.			
17.3	The EDMS solution must not charge per process or workflow			
17.4	The Solution provided must have been deployed to at least 5 institutions including Banks, Saccos, MFIs.			
17.5	The OEM/Vendor should have been in the Document management business/industry for over 10 years			
17.6	The solution being provided must not be open source or use open-source code			

Category	Feature	Bidders Response	FOR OFFICIAL USE	
			FEATURE AVAILABLE	
			YES	NO
18.0 Maintenance and support				
18.1	Describe how you will handle additional needs beyond the SLA agreed upon support			
18.2	Describe available end user support models and what they address (e.g., Help with complex issues)			
18.3	Describe the support you will accord your clients during critical failure of the system/service			

	Feature	Bidders Response	FOR OFFICIAL USE		
			FEATURE AVAILABLE		
			YES	NO	
20.0 Hardware Document Scanner Specification					
	Functional Specifications	REQUIREMENTS			
20.1	Recommended Daily Volume	Up to 6,000 pages per day			
20.2	Throughput Speeds (portrait, letter size)	Black-and-white/ grayscale/ color: up to			
		30 ppm/60 ipm at 200 and 300 dpi (Throughput speeds may vary depending on your choice of driver, application software, operating system and PC.)			
20.3	Scanning Technology	Dual CCD; Grayscale output bit depth is 256 levels (8-bit); color capture bit depth is 48 bits (16 x 3); color output bit depth is 24 bits (8 x 3)			
20.4	Optical resolution	600 dpi			
20.5	Illumination	Dual indirect LED			
20.6	Output resolution	100 / 150 / 200 / 240 / 250 / 300 / 400 / 600 / 1200 dpi			
20.7	Max./Min. Document Size	216 mm x 863 mm (8.5 x 34 in.) / 50 mm x 63.5 mm (2 in. x 2.5 in.) Long document mode: 216 mm x 4,064			
20.8	Paper Thickness and Weight	34–413 g/m ² (9–110 lb.) paper; ID card			

		thickness: up to 1.25 mm (0.05 in.)			
20.9	Feeder	Up to 50 sheets of 80 g/m ² (20 lb.) paper. Handles small documents such as ID cards, embossed hard cards, and insurance cards			
20.10	File Format Outputs	Single and multi-page TIFF, JPEG, RTF, BMP, PDF, searchable PDF			
20.11	Electrical Requirements	100-240 V (International); 50-60 Hz			
TOTAL POINTS					

Table 4 Functional/requirements evaluation

The table below (Table 4) contains the Financial Evaluation to evaluate the functional capability of your proposed solution vis-à-vis LSK Sacco’s requirements. Bidders Must score at least 25 Points to proceed to Software Demo.

Table 5: Functional/ requirements Evaluation.

No:	FUNCTIONAL REQUIREMENTS EVALUATION	SCORE
1	Compliance to the proposed functional requirements <ul style="list-style-type: none">1. System Management and design – System architecture and scalability, system design, system administration, usability, integration, reporting and analysis, security and control etc. 1 point each2. Core functional requirements – Document capture, control, access and security, disposal, search and retrieval, metadata, document management (viewing, editing, scheduling, tracking), compliance etc. 1 point each3. Other system functionality- Online security, workflows, business process analysis and system design, EDMS capture data capture software, hardware and other peripherals, user licenses, project implementation and management. 1 point each	30 points 10 points for each of the general functional requirements

For bidders to proceed to the next stage i.e., the Demo they must score 25 out of the 30 points allocated in functional requirements above.

SOFTWARE DEMONSTRATION (DEMO)

Successful bidders from the sections above will be called to demonstrate the solution. Product demonstration will be followed by a site visit to the clients indicated in the reference. Bidder may be requested to make a presentation of their proposal for clarification and existence of proposed features to be determined by LSK Sacco Society.

Table 5: Software demonstration

No:	DEMO EVALUATION	SCORE
1	<p>Software Demonstration</p> <ol style="list-style-type: none"> 1. Demonstration of selected features and functionality during product demo. 1 point on each feature 2. Demonstration of existence of distributed document capture and business workflow functionalities as required by LSK Sacco society. 1 point on each feature 	<p>20 points (10 points for each of the demonstration)</p>

NB: ANY BIDDER TO PROCEED TO FINANCIAL EVALUATION ONE MUST GET A TOTAL SUM OF 65 AND ABOVE POINTS IN TECHNICAL EVALUATION, FUNTIONAL REQUIREMENTS EVALUATION AND SOFTWARE DEMONSTRATION EVALUATION

FINANCIAL PROPOSAL REQUIREMENTS

The vendor is required to provide their financial proposal in the format given below

Item No:	Description	Quantity	Unity Price	Total Price	VAT	Total Price + VAT
1	Supply, implementation, testing and commissioning of electronic document management system					
2	Comprehensive business analysis for development					
3.	Development of user workflows					
2	EDMS User licenses costs					
4	Annual maintenance costs					
5	Training costs					
6	Other costs not mentioned above required for successful delivery of the electronic document management system					
GRAND TOTAL						

EVALUATION SUMMARY

EVALUATION SECTION	TOTAL POINTS IN THE SECTION	OVERALL POINTS
Mandatory requirements	Mandatory	-
Technical Evaluation	30 points	30
Functional specifications and evaluation	30 points	30
Demo of the solution	20 points	20
Financial evaluation	20 points	20
TOTAL POINTS		100

TECHNICAL/FINANCIAL EVALUATION CRITERIA

Technical proposal and financial proposal will carry a weighting of 80% marks and 20% marks respectively.

Below is the formula that will be used to determine the financial score: - (The single currency for the price conversion is KENYA SHILLINGS ONLY)

$$SF = FM/F \times 100$$

Where; -

SF = *Financial Score*

FM = *Lowest Financial Proposal*

F = *Financial Proposal under consideration.*

The lowest bid will be given maximum financial score of 100 (20%).

COMBINED FINANCIAL AND TECHNICAL SCORE

The evaluation results will be ranked on Combined Technical Score and Financial, which is given as follows: -

$$S = St \times T\% + Sf \times P\%$$

Where; -

St= *Technical Score*

T = *Technical Weighting* Sf = *Financial Score*

P = *Financial Weighting*

S = *Combined Financial and Technical Score*

CONFIRMATION OF QUALIFICATIONS

Prior to award of the tender, LSK Sacco Society will confirm the qualifications of the tenderer who submitted the lowest evaluated responsive tender, in order to determine whether the tenderer is qualified to be awarded the contract.

PROJECT IMPLEMENTATION AND MANAGEMENT PLAN

Category	Feature	Bidders Response
22.0 System Installation, Testing and Warranty Requirements		
22.1	The software shall be installed by the vendor at the premises of LSK Sacco under the supervision of the Sacco staff.	
22.2	<p>There shall be three stages of the software testing and acceptance:</p> <ul style="list-style-type: none"> • Factory Acceptance Testing (FAT) • User Test (UT) • End User Acceptance Test (UAT) 	
22.3	<p>The vendor shall deliver a test plan of all tests to be included in the FAT. This plan shall follow IEEE 829-2008 guidelines. The test plan shall contain</p> <ul style="list-style-type: none"> • A list of test scenarios (test cases) • Detail test cases associated to the scenarios 	
22.4	The vendor shall prepare a list of test scenarios which shall contain a short description of the real use cases or workflows to be tested. The list of scenarios shall be approved by the Sacco management	
22.5	The vendor shall prepare test case specifications and provide them to the Sacco for approval. The Sacco shall have the right to request modifications to the test case documentation. The Sacco shall have the right to use amended and expanded test cases for the User Test and End User Acceptance Test (UAT).	
22.6	<p>The vendor shall prepare test case descriptions for</p> <ul style="list-style-type: none"> • Functional tests • Test of practical and actual workflows / use cases 	

22.7	<p>The test cases shall cover all test scenarios. The description shall be formatted as a step-by-step procedure (check-list), where each step is described by following information</p> <ul style="list-style-type: none"> • User function • Detail input test data • Detailed expected results from the function <p>Note! Test cases can also be used as training material</p>	
22.8	<p>If relevant, the vendor shall use the following SOAP-UI software for the testing of web service.</p>	
22.9	<p>The vendor shall develop testing, training and development environments, separated from the production system.</p>	
22.10	<p>The vendor shall perform FAT on all test cases. The FAT shall be documented and accepted by the Sacco prior to the installation at the Sacco premises.</p>	
22.11	<p>During the development period, the vendor shall establish a test environment which is accessible from the Sacco and others as decided by the Sacco Management</p>	
22.12	<p>When all errors are removed, the vendor shall participate in the UAT. The UAT shall take place no more than one week after UT has been completed. The UAT shall be executed at the premises of the Sacco and in at least one external office.</p>	
22.13	<p>The vendor shall provide a comprehensive warranty for one year. The warranty shall cover all software and customized applications that are delivered as part of the software solution and database for the Document Management and Workflow System. The warranty period shall begin once End User Acceptance Test as well as Training is complete and approved by the Sacco.</p>	
22.14	<p>During the installation, acceptance and warranty period the vendor shall provide corrective services. The vendor shall in the offer present a proposal for error reporting and corrective services</p>	
22.15	<p>The vendor is obliged - if requested by THE SACCO- to enter into a maintenance contract after the warranty period has expired</p>	

23.0 Project implementation requirements		
23.1	<p><u>Staged Implementation</u> The Vendor shall propose a project plan with the following stages for the implementation of the EDMS system</p> <ol style="list-style-type: none"> 1. Inception 2. Business analysis 3. System Design 4. Development of pilot system 5. Test, installing and operation of pilot system 6. System development of the final system 7. Test of final system 8. Staff training and change management 9. System roll-out 10. Post implementation support 	
23.2	<p><u>Project Schedule</u> The project plan shall include the overall time schedule for the project with milestones, implementation schedule (Gantt chart) which includes below:</p> <ul style="list-style-type: none"> • Project Management Timelines • Each Personnel Schedule of activities • Sequencing of all activities in Scope of works 	
23.3	<p><u>Delivery plan</u> The Vendor shall provide a delivery plan that step-by-step specifies the deliveries which shall be approved by the SACCO after the Inception stage. This plan shall include:</p> <ul style="list-style-type: none"> • Detailed specification of the deliverables • Timetable of deliveries 	
23.4	<p><u>Reporting</u> For each of the initial stages: Inception, business analysis, System Design and Pilot Project, the Vendor shall provide a report with the findings and recommendations for further implementation. The Sacco shall accept the reports individually before the project proceeds to the next stage.</p>	
23.5	<p><u>Project Organization</u> The Vendor shall provide a description of the project organization with roles and required competences of each position.</p>	
23.6	<p><u>Personnel</u> The Vendor shall provide CVs for persons nominated for positions for project development and implementation</p>	

23.7	<p><u>Design stage</u> The deliverables from the design stage of the project shall include documentation of</p> <ul style="list-style-type: none"> • System architecture document with reference to required principles • Data models • Service specifications • User interface design • Use Case descriptions / Test scenarios / Test cases 	
24.0 Project management requirements		
24.1	<p><u>Communication</u> The Vendor and the Sacco management shall communicate via a single point of contact, even though both the Vendor and contracting authority have a project team</p>	
24.2	<p><u>Management roles</u> The Vendor shall provide clear role description for the project management covering:</p> <ul style="list-style-type: none"> • Authority for technical decisions including modifications and change orders • Interface between the Sacco and the Vendor's organization • Financial administration and authorization • Quality assurance • Contract management authority over sub-contractors. 	
24.3	<p><u>Project meetings</u> The Vendor shall prepare and run project meetings during the implementation of the project at the Sacco, at least once every 3 weeks.</p>	
24.4	<p><u>Task List</u> The Vendor shall be responsible for preparing detailed task lists for next period during the implementation of the project, which shall also include tasks both for the Vendor and the contracting authority. Essential information in the task list shall comprise</p> <ul style="list-style-type: none"> • Task description • Responsible body and person • Time for completion of the task • Status Comments 	

24.5	<p><u>Project Reports</u></p> <p>The Vendor shall provide monthly reports on the progress of the deliverables, which shall comprise:</p> <ul style="list-style-type: none"> • Status on the project • Detailed plan for the following month • Revised plan for the whole project • List of actions (task list) and responsibilities for special tasks to be provided both by Vendor and the Sacco 	

DELIVERABLES:

- (a) Inception Report giving a detailed understanding of the assignment.
- (b) Project charter.
- (c) A detailed work plan with the resource requirements schedule.
- (d) Functional Requirements Design Document
- (e) Installed and Configured EDMS and DB software on MS windows server operating system
- (f) Customized EDMS Modules as per requirements
- (g) Bulk scanning plan and methodology
- (h) Online web access
- (i) System integrations report.
- (j) User Acceptance Test reports of fully implemented, customized and Tested Modules.
- (k) Milestone sign offs
- (l) List of standard and Customized Reports
- (m) Data migration, data integration and Reports
- (n) Training of administrators, Super Users and end users training reports and attendance sheets.
- (o) Go-Live Report
- (p) Final Project Report
- (q) Warranty of 1 year for Software and database.
- (r) Annual Support Agreement after the warrant period lapses.
- (s) Certificate of Commission Installation, Testing and configuration

Summarized scope analysis

Item	Description	Remarks
EDMS Requirements	Configuration, Customization, and commissioning EDMS and Peripherals	Mandatory
Bulk scanning	Scanning and indexing of already existing documents	Mandatory
Training	User Acceptance Testing and Data Migration and integration	Mandatory
	User Training and provision of technical manuals	Mandatory
EDMS Integration	Integration with existing systems	Mandatory
Warranty and Support	Warranty and Post Go-live support	Mandatory
Contracting	Ready to enter into a Service Level Agreement (SLA)	Mandatory
Business Continuity	Provide a contingency plan to ensure smooth service continuity, availability and integrity of transactions	Mandatory
	Provide adequate backup and restoration processes	
	Ensure Subscriptions are updated regularly (if Any)	

Form of Tender

To: Name and address of LSK Sacco Society Ltd Tender No. _____

Tender Name _____

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide EDMS Software solution Services under this tender in conformity with the said Tender document for the sum of [Total Tender amount in words and figures]. Include a detailed financial proposal.
2. or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
3. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
4. We agree to abide by this Tender for a period of [number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____

[Signature]

Date

Duly authorized to sign tender for and on behalf of _____

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the-
.....[Name of LSK Sacco Society Ltd] for:Name and number of
tender] in response to the request for tenders made by:[Name of Tenderer] do
hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of.....[Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, a s applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name: _____ Title _____ Date _____
Name, title and signature of authorized agent of Tenderer and Date