



**THE SACCO SOCIETIES REGULATORY AUTHORITY  
(SASRA)**

**SUPPLY AND UPGRADE OF MICROSOFT 365 LICENSES  
TENDER NO: SASRA/034/2020-2021**

**MARCH 2021**

**SECTION I**  
**INVITATION FOR TENDERS**

**Date: 5<sup>th</sup> March 2021**

**TENDER NO: SASRA/034/2020-2021: - SUPPLY AND UPGRADE OF MICROSOFT 365 LICENSES**

The Sacco Societies Regulatory Authority (SASRA) invites sealed tenders from eligible firms for **Supply and Upgrade of Microsoft 365 Licenses**, with a possible subscription renewal contract for two terms; one year each, subject to the satisfactory performance.

The tender is reserved to companies/businesses registered under AGPO.

A complete set of tender document may be viewed and downloaded free of charge from the Public Procurement Information Portal [www.tenders.go.ke](http://www.tenders.go.ke) or the Authority's websites: [www.sasra.go.ke](http://www.sasra.go.ke)

Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings and should remain valid for 120 days after date of tender opening.

Each copy of the tender shall be paginated serially, prior to submission.

Completed tender documents are to be enclosed in plain sealed envelopes, marked '**TENDER NO. SASRA/034/2020-2021 for the Supply and Upgrade of Microsoft 365 Licenses**' and be deposited in the tender box provided at The Sacco Societies Regulatory Authority's Offices, **19<sup>th</sup> floor, UAP Old Mutual Towers, Upper Hill road, Upper Hill** addressed to:

**The Chief Executive Officer,  
Sacco Societies Regulatory Authority,  
P.O Box 25089-00100  
NAIROBI**

so as to be received **on or before 16<sup>th</sup> March 2021 at 10. 30a.m**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the Board Room, 19<sup>th</sup> floor, UAP Old Mutual Towers, Upper Hill.

**For enquiries, Contact:** Procurement Office,  
Sacco Societies Regulatory Authority  
TEL: +254 (020) 2935100/171  
EMAIL: [procurement@sasra.go.ke](mailto:procurement@sasra.go.ke)

## **SECTION II**

### **INSTRUCTIONS TO TENDERERS**

#### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all eligible firms as described in the Appendix to instructions to tenderers. Successful tenderers shall provide the goods for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents. SASRA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.2. 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 SASRA to provide consulting services for the preparation of the design, specifications, other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.3. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

#### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and SASRA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The document shall be downloaded free of charge from SASRA website and Public Procurement Information Portal.

#### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form

- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the

tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify SASRA in writing or by post or email at the entity's address indicated in the Invitation for tenders. SASRA will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by SASRA. Written copies of SASRA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. SASRA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

- 2.5.1. At any time prior to the deadline for submission of tenders, SASRA, 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 post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, SASRA at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9, 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security shall be a dully filled Tender Securing Declaration Form
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the goods it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the goods quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations **shall not** be allowed for contracts not exceeding one year (12 months)
- 2.9.6 Price variation requests shall be processed by SASRA within 30 days of receiving the request.

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to SASRA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Validity of Tenders**

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by SASRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by SASRA as non-responsive.

2.13.2 In exceptional circumstances, SASRA 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. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

2.14.1 The tenderer shall prepare one copy of the tender, clearly marked "ORIGINAL TENDER" as appropriate.

2.14.2 The original 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, shall be initialed by the person or persons signing the tender and shall be paginated.

2.14.3 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.

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original in an envelope, duly marked as "ORIGINAL" and shall:

- (a) be addressed to SASRA 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 BEFORE 16<sup>th</sup> March 2021, at 10.30A.M.**"

2.15.2 The 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".

2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, SASRA will assume no responsibility for the tender's misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by SASRA at the address specified under paragraph 2.15.1 no later than **16<sup>th</sup> March 2021, at 10. 30A.M .**

2.16.2 SASRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of SASRA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## **2.17 Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by SASRA prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.
- 2.17.5 SASRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 SASRA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 SASRA will open all tenders in the presence of tenderers representatives who choose to attend, and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and such other details as SASRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 SASRA will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders SASRA may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence SASRA during evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 SASRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will NOT be rectified on any 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 total price shall prevail. If the candidate does not accept, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 SASRA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, SASRA 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. SASRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by SASRA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and comparison of tenders.**

- 2.22.1 SASRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the goods.
- 2.22.3 SASRA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications.
- 2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

- (a) ***Response time***

SASRA requires that the goods be provided expeditiously.



(b) ***Payment terms***

Tenderers shall state their tender price and payment terms on a schedule outlined in the special conditions of contract.

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

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

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

**2.23. Contacting Sacco Societies Regulatory Authority**

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

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

**2.24 Award of Contract**

a) **Post qualification**

2.24.1 In the absence of pre-qualification, SASRA will determine to its satisfaction whether the tenderers that are selected as having submitted the lowest evaluated responsive tenders are qualified to perform the contract satisfactorily.

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

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderers. A negative determination will result in rejection of the Tenderer's tender, in which event SASRA will proceed to the next lowest evaluated tenders to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**b) Award Criteria**

- 2.24.4 Subject to paragraph 2.22 SASRA will award the contract to the successful tenderers whose tender have been determined to be substantially responsive and have been determined to be the lowest evaluated tenders, provided further that the tenderers are determined to be qualified to perform the contract satisfactorily.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

**2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, SASRA will notify the successful tenderers in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and SASRA pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, SASRA will promptly notify each unsuccessful Tenderer and will discharge its tender security forms.

**2.26 Signing of Contract**

- 2.26.1 At the same time as SASRA notifies the successful tenderer that its tender has been accepted, SASRA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to SASRA.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

**2.27 Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award, in which event SASRA may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

2.28.2 SASRA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenders	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: The tender is reserved to AGPO registered companies/businesses ONLY.
2.2.2	Tender document shall be downloaded free of charge from Public Procurement Information Portal <a href="http://www.tenders.go.ke">www.tenders.go.ke</a> or the Authority's websites: <a href="http://www.sasra.go.ke">www.sasra.go.ke</a>
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	Particulars of eligibility documents of evidence required. <ul style="list-style-type: none"> <li>i. Registration/Incorporation Certificate</li> <li>ii. Valid AGPO certificate</li> <li>iii. Manufacturer's <b>(Microsoft)</b> authorization certificate as distributor, partner or service representative.</li> </ul>
2.12.2	Particulars of tender security if applicable: Completely filled Tender Securing Declaration Form .
2.12.3	Form of Tender Security: Completely filled Tender Securing Declaration Form .
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days.
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.
2.22	<p><b>Evaluation Criteria</b></p> <p><b>a) Preliminary evaluation</b> Confirmation of provision of valid copies of the following Mandatory documents and conditions;</p> <ul style="list-style-type: none"> <li>i. Copy of Registration/Incorporation Certificate</li> <li>ii. COPY of valid Tax Compliance Certificate</li> <li>iii. Copy AGPO certificate</li> <li>iv. Copy of CR12 for Limited company</li> <li>v. Manufacturer's <b>(Microsoft)</b> authorization certificate as distributor, partner or service representative.</li> <li>vi. Fully filled, signed &amp; stamped confidential business questionnaire (S33)</li> <li>vii. Duly filled and signed Tender Securing Declaration Form</li> <li>viii. Each copy of the tender shall be paginated serially</li> <li>ix. Evidence of physical registered office (proven physical location with an attached copy of lease and address of firm, copy of electricity or water bill.</li> </ul> <p>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated and will not be considered for further evaluation.</p>
	<b>b) Technical evaluation</b>

	<p>i. <b>Confirmation of Manufacturer's (Microsoft)</b> authorization certificate as distributor, partner or service representative.</p>
	<p><b>c) Financial evaluation</b></p> <ul style="list-style-type: none"> <li>• Correction of any arithmetic errors</li> <li>• Ranking of prices</li> </ul>
2.24.4	<p><b>Award criteria:</b> Award to the lowest evaluated bidder.</p>

## **SECTION III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **3.1 Definitions**

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

- a) "The contract" means the agreement entered into between the Procuring entity 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 goods" means goods to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the goods under this Contract. May be used interchangeable with SASRA.
- e) "The contractor" means the individual or firm providing the goods under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day
- i) "SASRA" means Sacco Societies Regulatory Authority

#### **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 contract.

#### **3.3 Standards**

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

#### **3.4 Patent Right's**

- 3.4.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods under the contract or any part thereof.

#### **3.5 Performance Security**

- 3.5.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) A bank guarantee.
  - b) Such insurance guarantee approved by the Authority
- 3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

- 3.6.1 SASRA or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. SASRA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to SASRA.
- 3.6.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the goods, and the tenderer shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to SASRA.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 Prices**

- 3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the

prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 Assignment**

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

### **3.10 Termination for Default**

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

- a) if the tenderer fails to provide any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

### **3.11 Termination of insolvency**

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

### **3.12 Termination for convenience**

3.13.1 SASRA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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



### **3.13 Resolution of disputes**

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

3.13.2 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.

### **3.14 Governing Language**

3.14.1 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.

### **3.15 Force Majeure**

3.15.1 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.

### **3.16 Applicable Law.**

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

### **3.17 Notices**

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

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

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.7	Specify method Payments. Payments shall be made within 30days after acceptance and receipt of invoice
3.8	Specify price adjustments allowed. After 12 months, guided by Price Index (KNBS)
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: Sacco Societies Regulatory Authority UAP Old Mutual Towers, 19th Floor P. O. Box 25089-00100 Nairobi

## SECTION V

### SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE

No	Description	Quantity	Unit Price (Ksh)	Total Price (Ksh)
1	Upgrade and Renewal of 80 Licenses from Microsoft 365 E1 to Microsoft 365 E3	80		
2	Supply and Installation of 15 Microsoft 365 E3 Licenses	15		
3	Annual Renewal for the subsequent <i>Year 1 &amp; 2</i> , of the Microsoft 365 E3 Licenses	95		

**SECTION VI**  
**SPECIFICATIONS FOR PROCUREMENT AND UPGRADE OF MICROSOFT 365 E3 LICENSES**

- The Authority currently uses Microsoft 365 for productivity. The current number of licenses in use are 80 and the type of license is E1. These licenses are expiring on **April 30<sup>th</sup>, 2021**.
- The Authority seeks to upgrade from the current E1 to the E3 license. The Authority also seeks to increase the number of licenses from 80 to 95.
- The Authority may also require subscription renewal for subsequent two terms; one year each, subject to the satisfactory performance.

## **SECTION VII EVALUATION CRITERIA**

### **a) Preliminary evaluation**

Confirmation of provision of valid copies of the following Mandatory documents and conditions;

- i. Copy of Registration/Incorporation Certificate
- ii. COPY of valid Tax Compliance Certificate
- iii. Copy AGPO certificate
- iv. Copy of CR12 for Limited company
- v. Manufacturer's **(Microsoft)** authorization certificate as distributor, partner or service representative.
- vi. Fully filled, signed & stamped confidential business questionnaire (S33)
- vii. Duly filled and signed Tender Securing Declaration Form
- viii. Each copy of the tender shall be paginated serially
- ix. Evidence of physical registered office (proven physical location with an attached copy of lease and address of firm, copy of electricity or water bill.
- x. Must attach a copy of a valid (2020/2021) single business permit from a county government

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated and will not be considered for further evaluation.

### **b) Technical evaluation**

Confirmation of Manufacturer's (Microsoft) authorization certificate as distributor, partner or service representative.

### **c) Financial evaluation**

- Correction of any arithmetic errors
- Ranking of prices

## SECTION VIII

### STANDARD FORMS

- 1.0        **Form of Tender-** The form of Tender must be completed by the Bidder and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Bidder.
- 2.0        **Confidential Business Questionnaire Form** - This form must be completed by the Bidder and submitted with the tender documents.
- 3.0        **Tender Securing Declaration Form**        -The Bidder shall fill, sign and stamp the form included herein

## FORM OF TENDER

Date \_\_\_\_\_

Tender No. **SASRA/034/2020-2021**

To: **Chief Executive Officer  
Sacco Societies Regulatory Authority  
P.O. Box 25089-00100  
NAIROBI**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to \_\_\_\_\_ provide. *[description of goods]* in conformity with the said tender documents at the rate of ***[As per the price Schedule]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our tender is accepted, to provide the goods in accordance with the goods schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ month.....20

*[signature]*.....

In the capacity of

Duly authorized to sign tender for and on behalf of.....

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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



## TENDER-SECURING DECLARATION (MANDATORY)

Date: *[insert **date** (as day, month and year)]*

Tender No.: *[insert **number of Tendering process**]*

Alternative No.: *[insert **identification No if this is a Tender for an alternative**]*

To: *[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time determined by the Public Procurement Regulatory Authority, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
  - (i). Fail or refuse to execute the Contract, if required, or
  - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert **complete name of person signing the Tender Securing Declaration**]*

Duly authorized to sign the Tender for and on behalf of: *[insert **complete name of Tenderer**]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert **date of signing**]*

Corporate Seal/Stamp