

SECTION I - INVITATION TO TENDER

September 1, 2022

TENDER NO. ISCOS/OT/01/ERP/2022-2023

TENDER FOR THE PROVISION OF AN ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION

1.1 The Intergovernmental Standing Committee on Shipping (ISCOS) Secretariat invites sealed tenders from eligible candidates for the provision of an Enterprise Resource Planning (ERP) Solution.

1.2 Interested eligible candidates may view and download the document **free of charge** from the ISCOS website on the following link: -

<https://iscosafricashipping.org/opportunity-2#>

Bidders who download the tender document from the ISCOS Website shall be required to email their detailed contact information and a soft copy of their tender submission in addition to two hard copies of the same to opportunities@iscosfricashipping.org for future communication.

1.3 Candidates may also obtain further information at the ISCOS Secretariat offices at ISCOS Secretariat, Links Road, Nyali, Mombasa through the email opportunities@iscosafricashipping.org or the official physical address given below.

1.4 Completed Tenders should be submitted accompanied by a Tender Security issued by a bank or a Financial Institution approved by the Public Procurement Regulatory Authority, in the amount of Kenya Shillings One Hundred Thousand only (**Kshs. 100,000.00**). The tender security should be valid for one Hundred and twenty (120) days from the closing date of the tender and should be received on, or before **Friday, September 30, 2022, at 1100hours**. Failure to provide tender security will lead to disqualification of the bidder.

1.5 Prices quoted shall be inclusive of duty and other taxes and shall remain valid for **150 days** from the closing date of the tenders.

1.6 The completed tender documents, shall be submitted in two copies, marked as: -

“ORIGINAL TENDER” and “COPY OF TENDER”.

and shall be placed in one outer envelope and sealed. This outer envelope shall bear the Tender number and name, and marked **“DO NOT OPEN BEFORE Friday, September 30, 2022, at 1100hours**, and shall be addressed to:

**The Secretary General,
ISCOS Secretariat**

SECTION II- INSTRUCTIONS TO TENDERERS

The following instructions for the registration of bidders shall supplement, complement or amend the provisions of the instructions to bidders.

- (i) Evaluation and Comparison of Applications, the evaluation criteria shall be as follows: -

2 Qualification Criteria

A: PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)

	Requirements	Score
1.	Certificate of Registration/Incorporation	Mandatory
2.	Certified copy of Valid Tax Compliance Certificate/ Exemption certificate	Mandatory
3.	For software/hardware Bidders MUST submit either proof of being a partner with the solution provider or manufacturer authorization certificate from the solution provider	Mandatory
4.	Copies of registration with relevant regulatory ICT bodies where applicable e.g., ICTA.	Mandatory
5.	Current practicing certificates/membership to professional bodies for consultants/professionals where applicable	Mandatory

Any applicant who fails to provide **ALL** the mandatory requirements shall **NOT** proceed to the next stage of the technical evaluation.

Evaluation will be based on meeting the minimum requirements to pass in the criteria set as shown below. The attached forms PRQ-1, PRQ-2, PRQ-3, PRQ-4, PRQ-5, are to be completed by prospective suppliers who wish to submit for application of the tender.

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the 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. 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 the procuring entity, 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 procuring entity shall allow the tenderer to submit and review the tender document free of charge.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Form of tender
 - vi) Price schedules
 - vii) Contract form
 - viii) Business Requirements (Response template for bidders' response)

- ix) Registration of Suppliers
- x) Confidential business questionnaire form
- xi) Past Experience
- xii) Litigation History
- xiii) Sworn Statement
- xiv) Tender Security form
- xv) Performance security form
- xvi) Principal's or manufacturers authorization 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 the Procuring entity in writing or by post, or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. 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 prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 5 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, the Procuring entity, 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, the Procuring entity, 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 the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in

another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

1. A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below and as provided in the appendices ISCOS ERP tender mandatory forms and instructions.
2. Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
3. Tender security furnished is in accordance with Clause 2.12
4. Confidential business questionnaire form
5. Contract form
6. Performance security form
7. Bank guarantee for advance payment
8. Response to the tender -ISCOS ERP Business requirements template

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the 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 2.2.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 20% of the original contract price.

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

2.10 Tender Currencies

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

2.10.2 Conversion to a single currency

Where other currencies are used, the procuring entity will convert those currencies to USD using the selling exchange rate on the date of tender closing provided by the Central bank of Kenya.

APPENDIX ON INSTRUCTIONS TO THE TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers.

Wherever there is a conflict between the provision 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 TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	Bidders who are partners with the solution provider or have Manufacturer Authorization certificate from the solution provider
2.10	Prices shall be quoted in Kenya Shillings and equivalent USD
2.11	Bidders MUST submit either proof of being a partner with the solution provider or Manufacturer Authorization certificate from the solution provider
2.12	The tender security shall be Kshs. 100,000.00 (Kshs. One Hundred Thousand only) in the form of a bank guarantee from a reputable bank or a Financial Institution
2.18	The closing date for the tender shall be Friday, September 30, 2022, at 1100hours
2.24	<p>EVALUATION CRITERIA</p> <p>The following evaluation criteria shall be applicable for this tender:</p> <p><i>Mandatory Preliminary Requirements</i></p> <ol style="list-style-type: none"> i. Form of Tender duly filled and signed ii. Power of Attorney. iii. Statutory documents as follows: - <ul style="list-style-type: none"> • Registration certificate/ Certificate of incorporation • Valid Tax Compliance Certificate (TCC) or exemption. • CR 12 Certificate from the registrar of companies • Valid trade license. iv. Confidential Business questionnaire duly filled and signed v. Audited financial accounts for the past two years. vi. Bidders MUST provide proof of being a partner with the solution provider or have Manufacturer Authorization certificate from the solution provider.

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 services” means services 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 services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

The 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 services under the contract or any part thereof.

3.6 Performance Security

Within thirty (30) 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.

- 3.6.2 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.
- 3.6.3 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.
 - c) Letter of credit.
- 3.6.4 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.

3.7 Inspections and Tests

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

The Procuring entity 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 services 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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity 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.

3.13 Termination for convenience

3.13.1 The procuring entity 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 services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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.

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

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Performance Security shall be 5% of the tender price
3.9	Prices shall be fixed for the first year of contract implementation
3.14	Disputes shall be resolved between the two parties through mechanisms provided under the Kenyan Law
3.17	Kenyan Law
3.18	ISCOS Secretariat, Nyali, off Links Road, Near Nyali Health Care, P.O Box 89112-00100, GPO, MOMBASA, KENYA Email: opportunities@iscosafricashipping.org

SECTION V – SCHEDULE OF REQUIREMENTS

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start End

