



**TENDER DOCUMENT**

**FOR**

**THE PROVISION OF DEBT  
COLLECTION  
SERVICES**

**TENDER REF NO – 001/BS/DCS/MAY/2026**

## **SECTION I INVITATION TO TENDER**

**11<sup>th</sup> May, 2026**

**PROCURING ENTITY: BUNGE SACCO SOCIETY LTD**

**CONTRACT NAME: PROVISION OF DEBT COLLECTION SERVICES**

1. Bunge SACCO Society Limited is a regulated Non-Withdrawable Deposit taking SACCO situated in Nairobi County with a membership of over 2,500 and an asset base of about 2.3 billion.
2. The SACCO invites sealed bids from eligible candidates for the PROVISION OF DEBT COLLECTION SERVICES for a period of one year renewable upon satisfactory performance
3. Qualified and interested tenderers may obtain further information from Bunge Regulated NWDT SACCO Society Limited office at Parliament Buildings, Imani House Ground Floor, during normal working hours (8.00am -5.00pm).
4. Tendering will be conducted under open competitive method - National using a standardized tender document. Tendering is open to all qualified and interested Tenderers
5. A complete set of tender documents may be viewed and downloaded free of charge from the Bunge Sacco's website <https://www.bungesacco.co.ke>.
6. Completed set of tender documents in plain sealed envelopes should be dropped in the Tender Box at the Society offices on or before Friday,22nd May 2026 at 12.00 noon duly addressed to:

**The Chief Executive Officer,  
Bunge Regulated NWDT SACCO Society Limited,  
P.O. Box 41842-00100,  
NAIROBI.**

7. The SACCO Reserves the right to accept or reject any or all proposals in part or as a whole and is not bound to give reasons for the decisions. Canvassing in any form shall lead to automatic disqualification of the firm.

## **PART 1 - TENDERING PROCEDURES**

### **SECTION I - INSTRUCTIONS TO TENDERERS**

#### **A. General**

##### **Scope of Tender**

- 1.1 This tender document is for the Provision of Debt Collection Services, as specified in Section V, Procuring Entity's Schedule of Requirements. The name of the Procuring Entity, name and identification and number of this tender are specified in the **TDS**.

##### **Definitions**

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

#### **B. Contents of Tendering Document**

##### **Sections of Tendering Document**

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

##### **PART 1: Tendering Procedures**

- i. Section I - Instructions to Tenderers (ITT)
- ii. Section II - Tender Data Sheet (TDS)
- iii. Section III - Evaluation and Qualification Criteria
- iv. Section III - Evaluation and Qualification Criteria

##### **PART 2: Procuring Entity's Requirements**

- v. Section V—Schedule of Requirements

- 2.4 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

- 2.5 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible

for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

- 2.6 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

### **Amendment of Tendering Document**

- 3.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 3.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity and from the Sacco's Website. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page.
- 3.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders.

## **C. Preparation of Tenders**

### **Cost of Tendering**

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

### **Language of Tender**

- 5.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 5.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the is Tender.

### **Form of Tender and Schedule of Requirements**

- 6.1 The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

## **Alternative Tenders**

- 7.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the best Evaluated Tenderer shall be considered by the Procuring Entity.

## **Tender Prices and Discounts**

- 8.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.
- 8.2 The Tenderer shall quote any discounts in the Form of Tender
- 8.3 All duties, taxes, and other levies payable by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 8.4 If provided for in the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

## **Currencies of Tender and Payment**

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

## **Period of Validity of Tenders**

- 10.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 10.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.

## **Format and Signing of Tender**

- 11.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.
- 11.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is

confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

- 11.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialled by the person signing the Tender.
- 11.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

#### **D. Submission and Opening of Tenders**

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

12.1 The Tenderer shall deliver the Tender in a single, sealed envelope comprising of both the **technical proposal and the financial proposal and deposit the envelop on the tender box located in our offices in Parliament Buildings, Imani House Ground Floor.**

12.2 The envelopes shall:

- 12.2.1 Be addressed to the Procuring Entity
- 12.2.2 bear the specific identification of this Tendering process
- 12.2.3 bear a warning not to open before the time and date for Tender opening.

12.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will be not be accepted.

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

- 13.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the TDS.
- 13.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document. In which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

##### **Late Tenders**

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

## **Evaluation and Comparison of Tenders**

### **Confidentiality**

- 15.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers
- 15.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 15.3 From the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing to [info@bungsacco.co.ke](mailto:info@bungsacco.co.ke)

### **Qualification of the Tenderer**

- 16.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 16.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.
- 16.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which even the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

### **Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders**

- 17.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

### **Award of Contract**

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

## **Negotiations**

- 19.1 The negotiations shall be held at the place indicated in the TDS with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.
- 19.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.
- 19.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

## **Signing of Contract**

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

## SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the provision of Debt collection services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

Reference	<b>A. General</b>
1.1	<b>PROVISION OF DEBT COLLECTION SERVICES TENDER REF NO – 001/BS/DCS/MAY/2026</b>
2.	The intended date commencing of the service is <b>1st July 2026</b> . The contract duration will be 12 months but may be extended by 12 months subject to satisfactory performance and agreement by the parties under the same unit rates.
	<b>B. Contents of Tendering Document</b>
3.	Any clarification may be sought through email: <a href="mailto:info@bungsacco.co.ke">info@bungsacco.co.ke</a> To reach the procurement Entity on or no later than: 7 days before tender closing date.
4.	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the contract
5.	The currency of the Tender and the currency of payments shall be <b>Kenya Shillings</b>
6.	The Tender validity period shall be 120 days
7.	The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes: The technical proposal and the financial proposal
	<b>D. Submission and Opening of Tenders</b>
	Deposit the envelop on the tender box located in our head offices in Upper hill Matumbato Close, off Elgon Road  <b>Attention: The Chief Executive Officer, Bunge Regulated NWDT SACCO Society Limited, P.O. Box 41842–00100, NAIROBI.</b>  <b>On or before 22nd May 2026</b>

## **SECTION III - EVALUATION AND QUALIFICATION CRITERIA**

### **21.1 General Provision**

This section contains the criteria that Bunge Sacco shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

### **21.2 Evaluation and contract award Criteria**

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that:

- i. Meets the qualification criteria,
- ii. Has been determined to be substantially responsive to the Tender Documents, and
- iii. Is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

### **22.1 Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

### **23.2 Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last 3 years. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

### **PRELIMINARY EVALUATION CRITERIA**

Tenderers are required to meet the following **MANDATORY REQUIREMENTS** which will be used during Preliminary Examination to determine responsiveness. **All documents submitted may be checked for authenticity.**

<b>No.</b>	<b>CRITERION</b>	<b>AVAILED/NOT AVAILED</b>
1.	Certificate of registration/Letter of incorporation	
2.	VAT/Pin Certificate	
3.	Valid Copy of the current Business Permit	
4.	Valid tax Compliance Certificate	
5.	Signed Form of Tender	
6.	Completed Confidential Business Questionnaire	
7.	Registration with the office of the data Protection Commissioner	

## TECHNICAL EVALUATION CRITERIA

No.	Criterion	Marks	Score
1.	<p><b>Experience and Expertise</b></p> <ul style="list-style-type: none"> <li>i. Evidence of having undertaken similar services i.e. Debt Collection services of at least 5 financial Institutions and corporate institutions clients for the last 5 years. Attach clients’ engagement (Contract, LPO/Award letter) (3 marks for each financial institution and 1 mark for each corporate). <ul style="list-style-type: none"> <li>a. Financial institutions – 15 marks</li> <li>b. other corporate institutions – 5 marks</li> </ul> </li> <li>ii. iA write up of the bidder’s experience, including the types of debts collected and the success rates (number and amounts collected) for the above mentioned 5 engagements. Attach proof of a debt acknowledgment or settlement agreement. <i>Kindly adhere to non-disclosure agreements signed</i> (3 points each) – 15 marks</li> <li>iii. Outline the bidder’s overall number of experiences in the industry <ul style="list-style-type: none"> <li>1-4 years – 2 marks</li> <li>5-9 years- 5 marks</li> <li>10 and above – 10 marks</li> </ul> </li> </ul>	<b>40</b>	
2.	<p><b>Legal Compliance</b></p> <p>Bidder to provide evidence of Registration Certificate with regulatory body –CBK, CMA or any other relevant body</p>	<b>2</b>	
3.	<p><b>Infrastructure and Technology</b></p> <ul style="list-style-type: none"> <li>i. Evidence of the bidder’s technical capabilities, including its IT infrastructure and software used for debt tracking and management. (4 marks)</li> <li>ii. Elaborate how well the bidder can securely handle and protect sensitive customer data. (4 marks)</li> </ul>	<b>8</b>	
4.	<p><b>Compliance with Ethical Guidelines</b></p> <ul style="list-style-type: none"> <li>i. Provide references from previous clients showing the Bidder's ethical practices and adherence to strict ethical guidelines and code of conduct in debt collection. Include details of your approach to debt collection, including initial contact methods, negotiation tactics, and escalation procedures and treatment of debtors.</li> </ul>	<b>2.5</b>	
5.	<p><b>Data Security and Privacy</b></p> <ul style="list-style-type: none"> <li>i. Specify data security measures to protect customer information and ensure compliance with data protection laws (e.g., Kenya's Data Protection Act).</li> <li>ii. Provide information on the Bidder's data handling and protection policies.</li> </ul>	<b>2.5</b>	
6.	<p><b>Staff Qualifications</b></p> <p>Training and Experience of bidders’ staff:</p>	<b>15</b>	

	<ul style="list-style-type: none"> <li>a. The bidder should provide at least 5 CV's of Key Technical staffs who will be engaged in the assignment. Provide evidence that the above Bidder's staff are trained in ethical debt collection practices training; bidders should attach copies of Professional Certificates. (5 marks)</li> <li>b. Legal Expertise – Provide qualifications and experience of your legal team (5marks)</li> <li>c. Provide examples of how you have successfully navigated legal challenges in debt collection cases. (5 marks)</li> </ul>		
7.	<p><b>Asset Investigation Capability</b></p> <p>Provide evidence of your ability to conduct thorough asset investigations to determine if defaulters have assets that can be liquidated to repay loans legal. Give a detailed reference process for asset investigation, including access to databases, legal expertise, and previous successful asset recovery cases</p>	2.5	
8.	<p><b>Geographic Coverage</b></p> <p>Must provide a comprehensive list of work done in various counties as a proof of physical geographical coverage in Kenya</p> <p>at least 90% coverage – 6 Marks</p> <p>at least 60% coverage – 4 marks</p> <p>at least 30% coverage – 2 marks</p>	6	
9.	<p><b>Work Plan and Methodology</b></p> <p>The bidder should provide a logical, well- structured work plan consistent with the time frames and terms of References of this RFP to demonstrate</p> <ul style="list-style-type: none"> <li>i. Understanding of TOR – 2 Marks</li> <li>ii. Technical Approach and Methodology including proposed concept design. Outline your collection strategy, including initial contact, negotiation, and legal action if necessary (5 Marks)</li> <li>iii. Work plan 5 Marks</li> </ul>	12	
10.	<p><b>Conflict of Interest:</b></p> <p>Evidence that the bidder has policies in place to manage conflicts of interest, particularly if they are collecting debts for multiple clients in the same industry.</p>	2.5	
11.	<p><b>Insurance and Bonding:</b></p> <p>Provide evidence that the bidder has appropriate insurance coverage and bonding to protect against liability and non-performance</p>	7	
	<b>Total Score</b>	<b>100</b>	

The bidder who attains 70 Marks and over in the technical evaluation will proceed for financial evaluation.

## **FINANCIAL EVALUATION**

### **Formula for the final Score**

The financial score (**Sf**), for each bidder will be determined based on the lowest financial bid as follows:

$$\mathbf{Sf} = 100 \times \mathbf{Fm} / \mathbf{F}$$

### **Where:**

**Sf** = Financial Score

**F** = Financial Bid of the Bidder under consideration.

**Fm** = Lowest Financial Bid.

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

$$\mathbf{S} = (\mathbf{St} \times \mathbf{T}\%) + (\mathbf{Sf} \times \mathbf{P}\%)$$

$$\mathbf{T} = 80\% \text{ and } \mathbf{P} = 20\%$$

## SECTION IV- TENDERING FORMS

### *INSTRUCTIONS TO TENDERERS*

- i. The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii. All italicized text is to help Tenderer in preparing this form.*

#### 1. Form of Tender

**Date of this Tender submission:** ..... *[insert date (as day, month and year) of Tender submission]*

**ITT No.:** ----- *[insert number of ITT process]*

**To:**  
**The Chief Executive Officer,**  
**Bunge Regulated NWDT SACCO Society Limited,**  
**P.O. Box 41842–00100,**  
**NAIROBI.**

- a. **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued
- b. **Eligibility:** We meet the eligibility requirements and have no conflict of interest
- c. **Conformity:** We offer to provide the debt Collection Services in conformity with the tendering document of the following: *[insert the list of items tendered for and a brief description of the debt collection Services];*
- d. **Discounts:** The discounts offered and the methodology for their application are:
  - i. The discounts offered are: *[Specify in detail each discount offered.]*
  - ii. The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- e. **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted
- f. **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, Consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- g. **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*

- h. **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- i. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- j. **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- k. **Collusive practices:** We here by certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below; and
- l. **Code of Ethical Conduct:** We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- m. We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
  - i. Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - ii. Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - iii. Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - iv. Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1-Fraud and Corruption” attached to the Form of Tender.

Name of the Tenderer: \*[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

\*\* ..... [insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender ..... [insert complete title of the person signing the Tender]

Signature of the person named above ..... [insert signature of person whose name and capacity are shown above]

Date signed: ..... [insert date of signing] day of [insert month],[insert year].

## TENDERER'S ELIGIBILITY –CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

Tenderer is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

#### *a. Tenderer's details*

	Item	Description
1.	Name of the Procuring Entity	
2.	Reference Number of the Tender	
3.	Date and Time of Tender Opening	
4.	Name of the Tenderer	
5.	Full Address and Contact Details of the Tenderer	<b>b.</b> Country <b>c.</b> City <b>d.</b> Location <b>e.</b> Building <b>f.</b> Floor <b>g.</b> Postal Address <b>h.</b> Name and Email of Contact Person
6.	Current Trade License Number and Expiry Date	
7.	Name, Country and full address ( Postal and Physical addresses, email and telephone number) of Registering Body/Agency	
8.	Description of the nature of Business	
9.	Maximum Value of the Business which the Tenderer can handle	

### General and Specific Details

**b) Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_  
 Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_  
 Citizenship \_\_\_\_\_

d) **Partnership**, provide the following details.

Name of Partners	Nationality	Citizenship	% age Shares Owned

e) **Registered Company**, provide the following details.

- i. Private or Public Company.....
- ii. State the nominal and issued capital of the Company.....  
 Nominal Kenya Shillings (Equivalent).....  
 Issued Kenya Shillings (Equivalent).....

iii. Give details of Directors as follows.

Name of Director	Nationality	Citizenship	% age Shares Owned

**2. SCHEDULE OF PRICES FORM**

Clarify the fee structure, including commission rates or flat fees for your services.

S/NO.	ITEM DESCRIPTION	TOTAL (KSh.)

Name of Tenderer .....*[insert complete name of Tenderer]*

Signature of Tenderer ..... *[signature of person signing the Tender]*

Date .....*[insert date]*

## **PART II – SCHEDULE OF REQUIREMENTS**

### **SECTION V – SCHEDULE OF REQUIREMENTS**

#### **TERMS OF REFERENCE (TORs)**

1. To receive a list of defaulted debtors with supporting documents from Bunge Sacco-Credit Department, trace and locate the handed over debtors, obtain any additional information required in order to succeed in reaching out to them for settlement of overdue debt
2. Setting up and maintaining records for each debtor handed over to him and giving written monthly report on each case with suggested specific actions. The report should entail all enquiries and visits made, transactions and proceedings regarding the debt settlement progress.
3. To contact all the handed over debtors and make demand for payments, offer to work with the debtors on approved repayment plan by the Bunge Sacco Credit Department, accurately explain the consequences of non-payment including legal remedies available to the Bunge Sacco.
4. Frequently review existing payment arrangements after an agreed period, ascertain progress and in case of defaults investigate the debtor's financial viability and if there are sufficient grounds for believing that there is non-cooperation, advise the Bunge Sacco to institute further recovery measures.
5. To ensure that all the recovered payments are wired to the Bunge Sacco account at the time of Engagement.
6. To advise the Bunge Sacco on identified and evaluated outstanding debts that prove to be completely uncollectable with reasons detailing why of the said debts seems necessary for write off consideration.
7. Surrender all the documents gathered from this work to the Bunge Sacco once the case is closed with a summary report of each debtor including correspondences from debtors whenever possible.
8. Retirement of each handed over debt shall be within (60) sixty days from the hand over date but in case of accounts with active payment plan, retirement duration does not apply.
9. Perform other assigned tasks and duties necessary to support the credit department unit and enlist the efforts of senior management when necessary to accelerate the collection process.
10. To make debtors detailed final report at the end of the contractual term that will enable the credit Department to compile its comprehensive performance debtors report