**REQUEST FOR QUOTATION FOR DEVELOPMENT OF MINISTRY APP**

**FOR HIGHYWAY OF HOLINESS MINISTRY**

**REF: 001/04/2021**

Dear Sir/Madam,

**Subject: Request for Quotation (RFQ) for Development of Ministry APP**

1. The Highway of Holiness Ministry conducted a market survey for Development of an App and identified your company as one of the potential contractors.
2. You are therefore invited to submit a quotation.
3. In order to prepare a responsive quotation, you must carefully review, and understand the contents of the following documents:
4. This Invitation letter and Quotation Instruction Sheet
5. [Terms of Reference (TOR) (Annex 1)](#_Detailed_Technical_Specifications_2)
6. Technical Information and Financial Quotation [(Annex 2)](#_QUOTATION_SUBMISSION_FORM)
7. [Highway of Holiness General Conditions of Contract (Annex 3)](#_UN_WOMEN_GENERAL_2)
8. [Eligibility Criteria (Annex 4)](#_ELIGIBILITY_CRITERIA)
9. Quotations maybe submitted by email, be virus-free or corrupted contents to avoid rejection, and no more than 2 email transmissions.

1. A contract will be awarded based on the best value for money.
2. The following aspects will be considered for the evaluation.
3. Suitability of the approach and methodology including firm’s capacity to undertake the services. (A detailed methodology is required as part of this submission)
4. Qualifications and experience of proposed staff/personnel.
5. It is Highway of Holiness Ministry’s intention to issue the contract as presented herein the RFQ documents. Therefore, offerors should ensure any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions is undertaken prior to the submission of your quotation. Submission of a quotation will be confirmation of accepting Highway of Holiness Ministry’s contract included herein.
6. Highway of Holiness Ministry reserves the right to accept or reject the quotation, and to cancel the process and reject all quotations at any time prior to the award of contract without thereby incurring any liability to the suppliers or any obligation to inform the suppliers of the grounds for such action.
7. At any time prior to the deadline for the submission of quotations, Highway of Holiness Ministry may, for any reason, whether at its own initiative or in response to a clarification requested by a supplier, modify the Request for Quotation by way of a written amendment. The invited suppliers shall be notified in writing of any such amendments. To offer suppliers reasonable time to take any such amendments into account in preparing their quotations, Highway of Holiness Ministry may, at its discretion, extend the deadline for the submission.
8. The Quotation Instruction Sheet (QIS) below provides the requisite information for the supplier as guide to respond to this request.

**QUOTATION INSTRUCTION SHEET (QIS)**

|  |  |
| --- | --- |
| **Instruction to Suppliers** | **Specific Requirements** |
| **Deadline for Submission of Quotation** | Date and Time: April 20, 2021 10:00 AM |
| **Method of Submission** | Personal Delivery/ Courier mail/ Registered Mail  Electronic submission of Quotation (email) |
| **Address for Quotation Submission** | Personal Delivery/ Courier mail/ Registered Mail:  **Exploits Worship Centre**  **Shimo La Tewa Road off Mombasa Road**  **Attn: Pastor Eunice Mburu**  Electronic submission of Quotations: *[enter your email]*  Quotations should be submitted to the designated address by the date and time of the deadline given. |
| **Language of the Quotation** | English. |
| **Quotation Currencies** | **Kenya Shillings** |
| **Quotation Validity Period commencing after closing date of RFQ.** | 120 days |
| **Payment Terms** | Others As per agreed deliverables in the subsequent contract |
| **Clarifications of solicitation documents** | Requests for clarification may be submitted 3 days before the submission date to: : *[ Enter your Post Address]* |
| **Responses to clarification requests will be binding on all Suppliers and will be distributed via:** | E-mail |
| **Expected Delivery Date and Time.** | As per Service Delivery Schedule to be shown in the contract. |
| **Evaluation Criteria** | Standard Eligibility Criteria are detailed in Annex 6.  Technical responsiveness/Full compliance to minimum requirements under Annex I  Qualifications and experience of proposed staff/personnel  Competitive price offer  Comprehensiveness of after-sales services  Full acceptance of the PO/Contract General Terms and Conditions  Earliest Delivery / Shortest Lead Time. |
| **Type of Contract to be Signed** | Professional Service Contract. |

***Highway of Holiness Ministry has zero tolerance to corruption and fraudulent practices and expects the highest business ethics from their suppliers***.

1. This letter is not to be construed in any way as an offer to contract with your organization.

Yours sincerely,

Highway of Holiness Ministry

**ANNEX 1**

# TERMS OF REFERENCE (TOR)

*[TOR shall include:*

* *Background information on the project;*
* *Objectives of the assignment;*
* *Scope of work, consistent with the budget;*
* *Deliverables (see sample chart below) that shall be submitted for approval;*
* *Period of performance and the review/approval time required;*
* *Selection criteria (see sample “minimum requirements”, qualifications and performance or other standards the Contractor shall fulfil;*
* *Provisions for monitoring and evaluation of performance*

**DELIVERABLES**

|  |  |
| --- | --- |
| **Deliverable** | **Timeframe** |
| *Global Ministry Site powering the apps ( jsuubi.org )* | *20 days* |
| *Approved Ministry apps ( android & iOS )* | *36 days* |
| *Local Ministry Site ( exploitschurch.org )* | *14 days* |
| *App Push notification dashboard* | *10 days* |

**MINIMUM REQUIREMENT**

|  |  |
| --- | --- |
| HWOHM **Minimum Requirement** | **Offerors Response** |
| * Team composition | |
| Project Manager  *[include minimum qualification criteria against which the CVs for each of the proposed team members will be evaluated]* | Yes *(Provide curriculum vitae using the format available in Annex 2, Section C “Sample CV template”)*  No |
| Project team members | Yes *(Provide curriculum vitae using the format available in Annex 2, Section C “Sample CV template”)*  No |
| Subcontractors (if any):  The offeror shall not sub-contract > 50% of the work. | Yes *(Specify the % of work, scope of work and deliverables that will be subcontracted to other firms/entities)*  No |
| * Relevant Experience of the Firm | |
| *[add details of the experience information relevant for the TOR requirements]* | Yes (*Provide details of all the previous and on-going assignment in Annex 2, Section A, 1.1 “Relevant Experience”)*  No |
|  | Yes (*Include examples of case studies as an Annex to your bid submission form)*    No |
| * Reference |  |
| *[Minimum three client references that include the name of the contact person, title and contact information]* | Yes, a minimum of three (3) references available.  *Fill in below:*  *1. Client’s name (company/entity):*   * *Nature of contract (service for xxx):* * *Contract #:* * *Contract start and end date:* * *Contract value:* * *Contact person: (email, phone and name)*     *2.Client’s r’s name (company/entity):*   * *Nature of contract (service for xxx):* * *Contract #:* * *Contract start and end date:* * *Contract value:* * *Contact person: (email, phone and name)*   *3. Client’s name (company/entity):*   * *Nature of contract (service for xxx):* * *Contract #:* * *Contract start and end date:* * *Contract value:* * *Contact person: (email, phone and name) .* |

**STATEMENT OF CONFIRMATION**

***[The supplier shall fill in this form with no alterations or substitutions to its format and content]***

**To: Exploits Worship CentreDate:**

***Shimo La Tewa Road, off Mombasa Road***

We, the undersigned, declare that:

1. We (representatives of this company, inclusive of any associated legal representatives) have examined the minimum requirements, terms and clauses and have no reservations to the RFQ including all annexes*.*
2. We agree to abide by this RFQ and in accordance with the Highway of Holiness Ministry General Conditions of Contract (Annex 3) and will not request any changes to the existing terms, conditions and clauses.
3. We offer to supply in conformity with the RFQ, the following ***[Development of Highway of Holiness APP]*** and undertake, if our offer is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
4. We offer to execute the services for the sum as may be ascertained in accordance with the quotation submitted and with the instructions under the Quotation Instruction Sheet.
5. Our offer shall be valid for a period of **120** days from the date fixed for opening the RFQ, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

|  |  |
| --- | --- |
| SIGNATURE AND CONFIRMATION OF THE RFQ | |
| PROVIDED THAT A CONTRACT IS ISSUED BY Highway of Holiness Ministry **WITHIN THE QUOTATION VALIDITY PERIOD** **STATED ABOVE**, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH CONTRACT DOCUMENT, TO EXECUTE THE SERVICE(S) REQUESTED AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE. THE UNDERSIGNED HEREBY SIGNS IN CONFIRMATION THAT THEY HAVE REVIEWED THE RFQ AND AGREE TO ITS GENERAL CONDITIONS OF CONTRACT AND THE CONTRACT MODEL. | |
| *Exact name and address of company*  COMPANY NAME: \_\_\_\_\_\_\_\_\_\_  ADDRESS: \_\_\_    PHONE NO.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-MAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | AUTHORIZED SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NAME: (TYPE OR PRINT)  FUNCTIONAL TITLE OF AUTHORIZED SIGNATORY:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Technical Information And Financial Quotation Annex 2**

|  |
| --- |
| **Section A: Expertise and Capability of Supplier** |
| 1.1 The organization   * Background: Provide a brief account of the organization, including the year and country of incorporation, types of activities undertaken. * Outline General Organizational Capability which is likely to affect implementation (i.e. size of the organization, strength of project management support * Financial capacity |
| 1.2 Adverse judgments or awards   * The supplier is in sound financial condition with no financial concerns, such as negative net worth, bankruptcy proceedings, insolvency, receivership, major litigation, liens, judgments or bad credit or payment; |
| 1.3 Subcontracting and partnerships   * Explain reasons for, scope and rationale for any subcontracting. Include relevant contact information and experience for all subcontractors. The role of the Supplier as well as that of any sub-contractors shall be clear and unequivocal. |
| 1.4 Relevance of Specialized Knowledge and Experience on Similar Projects   * Provide details of specialized knowledge to be utilized for this RFQ as well as recent relevant experiences on projects of a similar nature and/or with other Church organizations. * References and/or samples of work must be provided upon request |

|  |
| --- |
| **Section B: Proposed Work Plan and Approach** |
| 2.1 Analysis approach, methodology   * Provide a description of the Supplier’s approach, methodology, and timeline for how the organization will achieve the Terms of Reference (TOR) of the project while meeting or exceeding the stipulations of the TOR. * Explain your organization’s understanding of Highway of Holiness Ministry needs for the services or works. * Describe how your organization will adhere to Highway of Holiness Ministry’s procurement principle. * a) Best Value for money |
| **Section C: Resource Plan, Key Personnel** |
| 3.1 Composition of the team proposed to provide, and the work tasks (including supervisory)  Describe the availability of resources in terms of personnel and facilities needed for this RFQ. Describe the structure of the team which you would propose to provide, and the work tasks (including supervisory) which would be assigned to each. |

**Financial Quotation**

The components comprising the total price must provide sufficient detail to allow Highway of Holiness Ministry to determine compliance of quotation with requirements as per TOR of this RFQ. The supplier shall include a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed subcontract/sub-awards (separate breakdown) for the duration of the contract.

1. **Cost Breakdown per Deliverables**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Deliverables** | **Percentage of Total Price** | **Price**  **(Lump Sum, All Inclusive)** |
| 1 | *Global Ministry Site powering the apps ( jsuubi.org )* | 30% | Ksh 39,000 |
| 2 | *Approved Ministry apps ( android & iOS )* | 50% | Ksh 65,000 |
| 3 | *Local Ministry Site ( exploitschurch.org )* | 10 % | Ksh 13,000 |
| 4 | *Push Notification Dashboard* | 10% | Ksh 13,000 |
|  | Total | 100% | KES 130,000 |

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

**ANNEX 3**

# HIGHWAY OF HOLINESS MINISTRY GENERAL CONDITIONS OF CONTRACT

**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor visà-vis Highway of Holiness Ministry. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of Highway of Holiness Ministry.

**2. OBLIGATIONS**

The contractor shall not seek nor accept instructions from any authority external to the

Highway of Holiness Ministry authorized personnel in connection with the performance of this Contract. The contractor shall refrain from any action, which may adversely affect the Highway of Holiness Ministry and shall fulfil its commitments with fullest regard for the interest of the Highway of Holiness Ministry.

The contractor shall, in no manner whatsoever use the name, emblem or official seal of the Highway of Holiness Ministry or any abbreviation of the name of the Highway of Holiness Ministry in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the Highway of Holiness Ministry which has not been made public, except in the course of their duties or by authorization of Highway of Holiness Ministry or his designate; nor shall contractors at any time use such information to private advantage.

**3. TITLE RIGHTS**

(a) Highway of Holiness Ministry shall be entitled to all property rights including but not limited to

patents, copyrights and trademarks, with regard to material which bears a direct relation to

or is made in consequence of, the services provided by the contractor.

At the request of the Highway of Holiness Ministry, the contractor shall assist in securing such property.

rights and transferring them to the Ministry in compliance with the requirements of

the applicable law.

(b) Title to any equipment and supplies which may be furnished by the Highway of Holiness Ministry shall rest with the Highway of Holiness Ministry and any such equipment shall returned to the Highway of Holiness Ministry at the conclusion of this Contract or when no longer needed by the contractor. Such

equipment when returned to the Highway of Holiness Ministry, shall be in the same condition as when.

delivered to the Contractor, subject to normal wear and tear.

**4. SUB-CONTRACTING**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain.

the prior written approval and clearance of Highway of Holiness Ministry for all sub-contractors. The approval of Highway of Holiness Ministry of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

**5.INDEMNIFICATION AND INSURANCE**

The contractor shall indemnify, hold and save harmless and defend, at its own expense, the Highway of Holiness Ministry, its agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the contractor or his employees or sub-contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor’s acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance.

The Contractor shall not permit any lien, attachment, or other encumbrance by any person to remain on file in any public office or on file with the Highway of Holiness Ministry against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the contractor.

**ANNEX 4**

# ELIGIBILITY CRITERIA

The standard eligibility criteria for suppliers wishing to engage in a contract are laid out below.

**Legal Capacity**: Bidders may be a private, public or government-owned legal entity or any association with legal capacity to enter into a binding Contract with Highway of Holiness Ministry.

**Conflict of Interest**: Bidders must disclose any actual or potential conflict of interest and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to Highway of Holiness Ministry. Conflict of interest is present when:

1. A Bidder has a close business or family relationship with a Highway of Holiness Ministry personnel who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract.
2. A Bidder is associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Highway of Holiness Ministry to provide consulting services for the preparation of the design, specifications, Terms of Reference, and other documents to be used for the procurement of the goods, services or works required in the present procurement process;
3. A Bidder has an interest in other bidders, including when they have common ownership and/or management. Bidders shall not submit more than one bid, except for alternative offers, if permitted. This will result in the disqualification of all bids in which the Bidder is involved. This includes situations where a firm is the Bidder in one bid and a sub-contractor on another; however, this does not limit the inclusion of a firm as a sub-contractor in more than one bid.

Failure to disclose any actual or potential conflict of interest may lead to the Bidder being sanctioned further by Highway of Holiness Ministry

**Ineligibility Lists**:

Highway of Holiness Ministry will not transact or carryout any business with the following groups of people:

1. Organizations or Individuals involved in terrorist activities or funding such activities.
2. Persons with a known history of unethical business conduct. This will apply even in future opportunities where such unethical conduct has taken place while transacting with the Ministry or any other organizations.
3. Organizations employing child labour or other forms of labor as per article of the constitution of Kenya.
4. Organizations or Businesses that are not legally registered under the laws of Kenya or Country of origin to transact such business for which they are bidding for.

**Code of Conduct**: All Bidders are expected to be ethical and honest in their dealings.