



AEA Plaza, Valley Road
P.O Box 10454 - 00100
Tel: 0709 136 000
Email: customer@kimisitu.co.ke
Website: www.kimisitu.co.ke

KIMISITU SACCO SOCIETY LIMITED

**TENDER FOR PROVISION OF PROJECT MANAGEMENT CONSULTANCY
SERVICES
FOR ENTERPRISE RESOURCE PLANNING SYSTEM(ERP) UPGRADE**

TENDER NO: KSSL/PPMCS-EU/JULY/19/2024

CHIEF EXECUTIVE OFFICER

KIMISITU SACCO SOCIETY LIMITED

P.O.BOX 10454 00100

NAIROBI

PROCUREMENT DEPARTMENT

KIMISITU SACCO SOCIETY LIMITED

P.O.BOX 10454 00100

NAIROBI

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1.0 SECTION I: INVITATION TO TENDER

Kimisitu Sacco Society Limited invites applications to the Tender for the Provision of Project Management Consultancy Services for Enterprise Resources Planning (ERP) Up-grade from interested and eligible firms.

A complete tender document can be obtained in hard copy from our office or downloaded from the website (www.kimisitusacco.or.ke) for free.

TENDER NUMBER	TITLE
KSSL/PPMCS-EU/JULY/19/2024	Tender for the Provision of Project Management Consultancy Services for Enterprise Resources Planning (ERP) Up-grade

Interested eligible Bidders may obtain further information and inspect the tender document on the Sacco website: www.kimisitusacco.or.ke; from **Friday July 19th, 2024**.

There will be a Pre-bid meeting on **Tuesday July 23rd, 2024, at 2.00 pm** in the Sacco Office main Board room located on 1st Floor AEA Plaza along valley Road Nairobi.

Duly completed tender documents must be submitted in two (2) separate plain sealed envelopes for **Technical & Financial**, clearly marked with the **Tender Number** and **Tender Name** as particularly described on the Tender Document and addressed to:

**The Chief Executive Officer
Kimisitu Sacco Society Limited
AEA Plaza 1ST Floor, Valley Road
P.O. Box 10454- 00100 Nairobi.**

All tenders **must** be submitted so as to reach us on **or before Thursday August 8th, 2024, 2.00 pm deposited in the tender box located on the 1st Floor AEA Plaza at the Sacco's reception**. The tender will be opened physically in our Board Room located on 1st Floor AEA Plaza, Valley Road soon thereafter at 2.30 pm in the presence of the bidders' representatives who choose to attend.

Kimisitu Sacco Limited reserves the right to reject any proposal without giving reasons for the rejection and does not bind itself to accept the lowest or any proposal.

2.0 SECTION II – INSTRUCTIONS TO TENDERERS

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 Kimisitu Sacco Ltd employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture) 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 Kimisitu Sacco Ltd to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services
- 2.1.4 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 Kimisitu Sacco Ltd, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 There will be no price charged for the tender document (Tender documents will be free of charge).
- 2.2.3 Kimisitu Sacco Ltd shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises the documents listed below and the addenda issued per clause 6 of these instructions to tenders.
 - a) Instructions to tenderers
 - b) General Conditions of Contract
 - c) Special Conditions of Contract
 - d) Schedule of Requirements
 - e) Details of service
 - f) Form of tender
 - g) Price schedules
 - h) Contract form
 - i) Confidential business questionnaire form
 - j) Tender security form
 - k) Performance security form
 - l) Principal's or manufacturers' authorization form
 - m) Declaration of undertaking not to engage in corrupt cases
 - n) Power of Attorney
- 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 Kimisitu Sacco Ltd in writing via email at the entity's address indicated in the Invitation for tenders. Kimisitu Sacco Ltd 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 Kimisitu Sacco Ltd. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents."

2.4.2 Kimisitu Sacco Ltd shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of documents

2.5.1 At any time prior to the deadline for submission of tenders, Kimisitu Sacco Ltd, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, or email, which 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, Kimisitu Sacco Ltd, 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 Kimisitu Sacco Ltd, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 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 9, 10 and 11 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 furnished is in accordance with Clause 2.12
- 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 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 2.22.

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 10% of the original contract price.

2.9.6 Price variation requests shall be processed by Kimisitu Sacco Ltd 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 in 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 Kimisitu Sacco Ltd satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, tender security for the amount and form specified in the Invitation to tender. The tender security shall be in the amount of Kshs. 10% of the tender price.

2.12.2 The tender security is required to protect Kimisitu Sacco Ltd against the risk of Tenderer's conduct which would warrant the security's forfeiture.

2.12.3 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Kimisitu Sacco Ltd as non-responsive.

2.12.4 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Kimisitu Sacco Ltd.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by Kimisitu Sacco Ltd, pursuant

to paragraph 2.18. A tender valid for a shorter period shall be rejected by Kimisitu Sacco Ltd as nonresponsive.

- 2.13.2 In exceptional circumstances, Kimisitu Sacco Ltd may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. 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 two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 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 inner and outer envelopes shall:
- a) Be addressed to Kimisitu Sacco Ltd at the address given in the invitation to tender
 - b) Bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE (Date indicated in the tender notice).
 - c) The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
 - d) If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kimisitu Sacco Ltd 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 the Procuring entity at the address specified under paragraph 2.15.2 no later than Date and time indicated in the tender notice
- 2.16.2 Kimisitu Sacco Ltd may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of Kimisitu Sacco Ltd 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 Kimisitu Sacco Ltd 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 Kimisitu Sacco Ltd 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 Kimisitu Sacco Ltd may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.18 Opening of Tenders

2.18.1 Kimisitu Sacco Ltd will open all tenders in the presence of tenderers' representatives who choose to attend, on the date and time indicated in the tender notice and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Kimisitu Sacco Ltd, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 Kimisitu Sacco Ltd 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 Kimisitu Sacco Ltd may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence Kimisitu Sacco Ltd in Kimisitu Sacco Ltd tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 Kimisitu Sacco Ltd 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 Correction of Error Tenders determined to be substantially responsive shall be checked by the employer for any arithmetic errors in the computation and summation. Errors will **NOT** be corrected by the employer. Any bid found to have arithmetic errors shall be disqualified.
- 2.20.3 Kimisitu Sacco Ltd 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 23, Kimisitu Sacco Ltd will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Kimisitu Sacco Ltd 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 Kimisitu Sacco Ltd 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, Kimisitu Sacco Ltd 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 Kimisitu Sacco Ltd 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 services.
- 2.22.3 Kimisitu Sacco Ltd evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) Operational plan proposed in the tender.
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.
- 2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:
- (a) Operational Plan. Kimisitu Sacco Ltd requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than Kimisitu Sacco Ltd.'s required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

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

(c) Liquidated damages

If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods, works and or services. After this the termination of the contract may be considered.

The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender. To qualify for contract awards, the tenderer shall have the following:

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

2.23 Contacting Kimisitu Sacco Ltd

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Kimisitu Sacco Ltd 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 Kimisitu Sacco Ltd 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, Kimisitu Sacco Ltd will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 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 Kimisitu Sacco Ltd deems necessary and appropriate.

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

(b) **Award Criteria**

2.24.4 Subject to paragraph 2.29 Kimisitu Sacco Ltd will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily. Kimisitu Sacco Ltd reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Kimisitu Sacco Ltd action. If Kimisitu Sacco Ltd determines that none of the tenderers is responsive; Kimisitu Sacco Ltd shall notify each tenderer who submitted a tender.

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, the Procuring entity will notify the successful tenderer 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 Kimisitu Sacco Ltd

pursuant to clause 2.29. 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 2.27, Kimisitu Sacco Ltd will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as Kimisitu Sacco Ltd notifies the successful tenderer that its tender has been accepted, Kimisitu Sacco Ltd will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 After fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Kimisitu Sacco Ltd.

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 Kimisitu Sacco Ltd, 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 Kimisitu Sacco Ltd.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Kimisitu Sacco Ltd may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

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

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

3.0 APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services 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.

4.0 TENDER EVALUATION CRITERIA

Stages of evaluation

A) Mandatory requirements will determine the satisfactory responsiveness of a Tenderer, failure to meet any of these set requirements as noted hereunder will render a tender nonresponsive and will automatically be disqualified/not proceed for Technical Evaluation.

B) Technical Evaluation: Bids will be checked on compliance to the technical requirements specified below and bids that do not meet the minimum set criteria shall not be evaluated further.

1. MANDATORY REQUIREMENTS

Tenderers to submit certified copies of the following MANDATORY documents as instructed.

No	Requirement
1	Dully filled, Signed & Stamped Tender Form & Price Schedules
2	Original Tender Security in the amount of 10% of the tender value in the form of bank guarantee valid for a period of 120 days from the date of tender opening.
3	Attach a copy of certificate of Incorporation/Registration certified by commissioner of oaths.
4	Attach a copy of a Valid Business Permit certified by commissioner of oaths.
5	Attach a copy of CR12 (Valid within the last 6 months) certified by commissioner of oaths.
6	Attach a copy of Tax Compliance Certificate valid at the time of tender opening. (KIMISITU SACCO LTD shall confirm the Certificate validity from KRA tax checker.)
7	Duly filled and signed Confidential Business Questionnaire
8	Dully Filled and Signed Declaration of Undertaking not to engage in corrupt fraudulent practice in the format provided
9	Attach a duly signed and authorized power of attorney in the format provided
10	The bidder must provide certification / authorization from the manufacturer or distributor to do business as an authorized vendor for the proposed solution.
11	Whether the bidder has filled the confidential business questionnaire form
12	Whether the bidder has submitted the tender submission letter

NB: Please note that the authenticity of the above documents provided SHALL be verified with the relevant SACCO and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive.

4.1 TECHNICAL EVALUATION STAGE

Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage.

4.1.1 Technical Evaluation

This will be based on the technical proposal submitted in accordance to the criteria. The criteria shall be merit based where bidders must meet the minimum set criteria.

- Bidders must achieve YES in all the measured parameters to qualify.
- The bidders who pass the technical criteria will be subjected to financial evaluation - ranking and comparison of bid

S/no.	Description of criteria	Scores	Remarks
11	<p>Submitted team composition and task assignments: -The list of the proposed staff team by specialty, their qualifications, number of years 'experience certification and professional memberships, CVs and the tasks that would be assigned to each staff team member and their timing</p> <ol style="list-style-type: none"> 1. Project Manager (1) 2. Financial Consultants (1) 3. Procurement and Supply Chain Consultants (1) 4. Human Resource and Administration Consultant (1) 5. Technical Consultant - Database developer and administrator (1) 6. Technical Consultant – System designer/Software Developer (1) 7. Technical Integration Expert (1) 8. System Security Consultants 9. Risk analysist Assurance (1) 10. Credit management Consultant 11. Sales and Marketing Consultant 12. Customer Service consultant 13. FOSA consultant 	36 marks	

14	<p>Submit a detailed description of the methodology and work plan for performing the assignment (40 Marks)</p> <p>Clarity and Understanding (10 Marks) Describes your understanding of our project needs and objectives, and your comprehension of the project scope.</p> <p>Approach and Methodology (10 marks) Describe how your proposed methodology.</p> <ol style="list-style-type: none"> 1. Will adopt the best practices in ERP upgrades 2. Adaptability to your organization’s specific context 3. Integration of risk management strategies <p>Work Plan and Timeline (10 marks) Provide a detailed work plan:</p> <ol style="list-style-type: none"> 1. Detailed phases of the project 2. Milestones and deliverables 3. Estimated timelines for each phase <p>Resource Allocation (5 marks) Provide proof for the allocation of resources (human, technical, etc.) are allocated:</p> <ol style="list-style-type: none"> 1. Qualifications and experience of the project team 2. Availability of necessary tools and technologies <p>Stakeholder Engagement (5 marks) Describe the strategies for stakeholder involvement:</p> <ol style="list-style-type: none"> 1. Communication plans 2. Mechanisms for feedback and adjustment 	40 Marks	
	<p>All bidders must demonstrate proof of undertaking and supporting to completion, similar assignment preferably financial institutions, (Reputable Banks and Saccos with asset base of 7.5 billion) Tenderers are required to demonstrate Experience or technical capacity.</p> <ol style="list-style-type: none"> 4. Provide at least three (5) reference clients of similar assignment – Project management for ERP upgrade only. 5. Provide at least three (3) contracts copies / LPOs from (a) above. 6. Three (3) completion certificates or recommendation letters referring to the awarded contracts from the three (3) institutions. 	50 arks	

	<p>Have implemented successful ERP System Integration to other solutions:</p> <ol style="list-style-type: none"> 1. Electronic Document management system or Customer Relationship Management System 2. Online Payment platforms such as M-Pesa, Mobile app Banks, Pay pal etc Customer Web Portals integration with CRM, BI, Call centre and EDMS 	14 Marks	
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Individual consultants' Professional data checklist

Resource	Qualification(s)
Project Manager (1)	<p>The Project Manager must have at least a university degree preferably in Computer Science or Information Technology OR a Business-related Degree with a relevant IT certification with 10 years' experience in Project Management and Implementation or Process Consulting. Professional qualification in project management e.g. Project Management Professional (PMP) or Prince2 Certified (This is a mandatory requirement.) Experience in implementing at least five (5) ERP Systems. Attach CV, professional and academic certificates.</p>
Financial Consultants	<p>Must possess a bachelor's degree in commerce, Business or related field. Be a Certified Professional Accountant (CPA-K) Have certification in implementation of the proposed ERP solution (This is a mandatory requirement.) Attach CV, professional and academic certificates. Experience in implementing at least three (3) ERP Systems.</p>
Credit and FOSA Management consultant	<p>Must possess a bachelor's degree in commerce, Business or Cooperatives management related field. Be a Certified Professional Accountant (CPA-K) Have certification in implementation of the proposed ERP solution (This is a mandatory requirement.) Attach CV, professional and academic certificates. Experience in implementing at least three (3) ERP Systems</p>
Customercare and Customer Relationship Management	<p>Must possess a bachelor's degree in business administration, Marketing, Information Technology, or related fields. Certifications: CRM-specific certifications (e.g., Salesforce, HubSpot). Have implement ERP in cooperative management or financial services can be beneficial. Familiarity with CRM platforms (e.g., Salesforce, Zoho CRM) relevant to the cooperative sector.</p>

Procurement & Supply Chain Consultant	<p>Must possess at least a bachelor's degree in commerce, Business or related field. A Certified Professional in Supply Chain.</p> <p>Have certification in implementation of the proposed ERP solution (This is a mandatory requirement.)</p> <p>Attach CV, professional and academic certificates.</p> <p>Experience in implementing at least three (3) ERP Systems.</p>
HR and Administration Consultant	<p>Must possess at least a bachelor's degree in human resources, Business Administration, or related field. (This is a mandatory requirement.)</p> <p>Must be a certified member of an HR Body in Kenya Attach CV, professional and academic certificates.</p> <p>Experience in implementing at least three (3) ERP Systems.</p>
Technical Consultant Database developer and administrator (1)	<p>BSc degree in computer science/IT or relevant field</p> <p>Certification in Database Management Systems (MSSQL) Have experience of at least 3 years in system development/ or in relevant field. Experience in implementing at least three (3) ERP Systems</p> <p>Attach CV, professional and academic certificates.</p>
Technical Consultant – System designer/ Software Developer (2)	<p>Bachelor's degree in computer science, Computer/Software Engineering or related field</p> <p>(This is a mandatory requirement.)</p> <p>Have at least 3 years' experience in programming; systems design development and implementation.</p> <p>Must have certification in the proposed ERP solution. Experience in implementing at least three (3) ERP Systems</p> <p>Attach CV, professional and academic certificates.</p>
Technical Consultant – Integration Expert (1)	<p>Bachelor's degree in computer science, Computer/Software Engineering, or related field Have at least 3 years' experience in programming; systems design development and implementation.</p> <p>Must have certification in the proposed ERP solution. Experience in the successful implementation of ERP system and Migration to at least three firms in the last four years.</p> <p>Attach CV, professional and academic certificates.</p>
System Security Consultants	<p>Must possess University Degree BSc (System and Software development) or equivalent and be certified Systems Security Analyst with Accredited Body of Kenya and</p> <p>Experience in implementing at least three (3) ERP Systems.</p> <p>Attach CV, professional and academic certificates.</p>
Risk analyst Assurance (1)	<p>Must possess University Degree of BSc (Systems and ERM) or equivalent and be Registered with the relevant body in Kenya. A master's degree will be an added advantage. Experience in implementing at least three (3) ERP Systems.</p> <p>Attach CV, professional and academic certificates</p>

4.1.2 FINANCIAL EVALUATION

As per section 86 (2) of the Public Procurement and Asset Disposal Act 2015, Citizen consultants or those entities in which Kenya citizens own at least 51% shares, shall be entitled to 20% of their total score in the evaluation, provided the entities or consultant have attained the minimum technical score.

4.1.2.1 FINANCIAL EVALUATION CRITERIA

Upon completion of the technical evaluation, the evaluation committee shall conduct a financial evaluation and comparison to determine the evaluated price of each tender.

The evaluated price for each bid shall be determined by _____

- a) Taking the bid price in the tender form
- b) Taking into account any minor deviation from the requirements accepted by a procuring entity.
- c) Where applicable, converting all tenders to the same currency using the Central Bank of Kenya exchange rate prevailing at the tender opening date.

Note: Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

Combined Technical and Financial Evaluation

The process of evaluation shall be Quality Cost-Based Selection (QCBS), the combined formula in the RFP.

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf)

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following.

$S_f = 100 \times F_m / F$ in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T= the weight given to the Technical Proposal; P = the weight to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$

Ranking of Tenders

Tenders shall be ranked according to their evaluated scores and the successful tender shall be the responsive proposal with the highest score.

4.1.3 Award of tender

The winning bidder shall be the firm that shall attain the highest combined technical and financial score provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

Competitive negotiations as prescribed in the Public Procurement and Asset Disposal Act 2015 shall be conducted:

- 1 Where firms shall tie in the highest combined technical and financial score,
- 2 With tenderers whose evaluated price are <25% above available bid.

5.0 SECTION III GENERAL CONDITIONS OF CONTRACT

5.1 Definitions

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

- (a) "The contract" means the agreement entered between Kimisitu Sacco Ltd and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) "The services" means services to be provided by the Consultant including materials and incidentals which the tenderer is required to provide to Kimisitu Sacco Ltd under the Contract.
- (d) "Kimisitu Sacco Ltd" means the organization sourcing for the services under this Contract.
- (e) "The Consultant" 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
- (i) Application

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

5.2 Standards

- i. The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements
- ii. Patent Right's
 - a) The tenderer shall indemnify Kimisitu Sacco Ltd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof. (f) Performance Security
 - b) Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kimisitu Sacco Ltd the performance security where applicable in the amount specified in Special Conditions of Contract.

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

The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Kimisitu Sacco Ltd and shall be in the form of:

- a) A bank guarantee, (b) Insurance

The performance security will be discharged by Kimisitu Sacco Ltd 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.

5.3 Inspections and Tests

Kimisitu Sacco Ltd or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Kimisitu Sacco Ltd shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted on the premises of the tenderer or its subconsultant(s). If conducted on the premises of the tenderer or its subconsultants(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Kimisitu Sacco Ltd.

Should any inspected or tested services fail to conform to the Specifications, Kimisitu Sacco Ltd 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 Kimisitu Sacco Ltd.

Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

5.4 Payment

Payments shall be made upon sign offs on specific milestones by the users and inspection done by the Project implementation team. The milestones are specified below:

5.5 Prices

Prices charged by the Consultant for services performed under the Contract shall not, except for any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in Kimisitu Sacco Ltd 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.

5.6 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with Kimisitu Sacco Ltd prior written consent.

5.7 Termination for Default

Kimisitu Sacco Ltd 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 Kimisitu Sacco Ltd.
- (b) If the tenderer fails to perform any other obligation(s) under the Contract.
- (c) If the tenderer, in the judgment of Kimisitu Sacco Ltd has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

5.8 Termination of insolvency

Kimisitu Sacco Ltd may at the time to terminate the contract by giving written notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Consultant, provided that such

termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to Kimisitu Sacco Ltd.

5.8.1 Termination for convenience

5.8.1.1 Kimisitu Sacco Ltd by written notice sent to the Consultant 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 Kimisitu Sacco Ltd convenience, the extent to which performance of the Consultant of the contract is terminated and the date on which such termination becomes effective.

5.8.1.2 For the remaining part of the contract after termination Kimisitu Sacco Ltd may elect to cancel the services and pay to the Consultant on agreed amount for partially completed services.

5.9 Resolution of disputes

Kimisitu Sacco Ltd and the Consultant 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.

5.10 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

5.11 Force Majeure

The Consultant 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.

5.12 Applicable Law.

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

5.13 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other either through hard 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

6.0 SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- (a) 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.
- (b) Special conditions of contract with reference to the general conditions of contract.

7.0 SECTION V: TERMS OF REFERENCE

7.1 INTRODUCTION

KIMISITU is a Deposit Taking Savings and Credit Co-operative Society is registered under the Co-operative Societies Act (Cap 490) Laws of Kenya. The Sacco was established in 1985 by staffs of ICRAF and IDRC. Later membership was opened to staff of Non-Governmental Organizations (NGOs), International Organizations, International Development Agencies, Embassies, High Commissions and Missions. Today the common bond has been opened for reputable organizations in Kenya with and to members' spouses. As of December 2023, Kimisitu Sacco has active membership of over 14,000 drawn from over 400 organizations in Kenya and an Asset base of over 11.3 billion.

7.2 BACKGROUND

KIMISITU SACCO LTD wishes to invite tenders from qualified and committed firms to provide project management consultancy services for the upgrade Microsoft Dynamic 2016 ERP System installed at KIMISITU SACCO LTD according to the specifications described in this Tender.

KIMISITU SACCO LTD currently runs on MS Dynamics 2016. To this end, KIMISITU SACCO LTD intends to engage a reputable consultant in the provision of a robust ERP solution that meets the SACCO'S requirements. The described processes are typical functionalities required in the ERP solution which are indicative and not exhaustive. The bidder shall undertake scoping to ensure that the proposed ERP solution covers all the requirements, quality standards applicable to each functional area, statutes, rules and regulations applicable to the functions and the international best practice in each discipline. The proposed solution will cover the below areas but not limited to;

1. Financial Management
2. Procurement & Supply Chain Management
3. Credit and Front Office Services Activities Management
4. Human Resource and Administration
5. Audit Services
6. System Administration
7. Customer Relations and Call Centre Management
8. Marketing and Business Development Management
9. Business Intelligence
10. Project Management
11. Member Documentation Management
12. Policy, Strategy and Compliance Management
13. Comprehensive Training
14. ISO 9001: 2015 and SOPs
15. Enterprise Risk Management and Compliance
16. Research and innovation
17. Corporate Social Responsibility
18. Diaspora Membership Management
19. Environment and social Safeguard
20. Corporate communications

Current Status of the ERP Solution and Business Processes

The SACCO currently runs on Microsoft Dynamics 2016 with the following modules:

1. Finance Management,
2. Credit and Loans appraisal Management
3. FOSA management
4. Call Centre Management
5. Membership Management
6. CRM
7. Mobile App management
8. Fixed Asset Management,
9. Procurement and Sourcing,
10. Internal Audit Management
11. Human Resource Management
 - a. Organizational structure,
 - b. Payroll, Leave,
 - c. Performance Appraisal,
 - d. Training Needs Assessment,
 - e. Disciplinary and Reporting.

Each module has a set of workflows that allows user's documents processing and approval on the system. KIMISITU SACCO LTD has opened Regional Satellite Offices which will be interconnected at Head Quarters through an MPLS Network and joined to a central domain server which is virtual in nature. It has a Data Center.

The Consultant is required to understand the current systems in place and establish existing gaps. The Consultant should take users through the new modules by educating and training.

The proposed solution will cover requirements from all the departments in the SACCO. The Consultant is required to provide a superior solution to the existing system, MS Dynamics 2019 and train technical and end users. The successful bidder should engage with the SACCO and agree on a schedule where both parties MUST commit themselves to an agreed time frame. The project should be completed within twelve (12) months after project contracting. Bidders will be required to provide post implementation support and maintenance services for one (1) year, the cost of which should be included in the contract sum.

7.2.1 Objectives of the assignment

To enhance service delivery the SACCO desires to:

- i. To ensure that the Sacco upgrades to the required System applications and the required licenses.
- ii. To ensure successful ERP a upgrade, implementation with a licensed modern Enterprise Resource Planning System and a database management system that will address the automation of the entire organization. It is envisaged that the ERP will be available to internal users at Headquarters, users at the Ten Regional Offices around the country while customers and stakeholders will access part of the system through a web portal.

7.2.2 Scope of Implementation work required.

The Scope of work entails and not limited to implementation of the following main elements at KIMISITU SACCO LTD HQs and Regional offices as per the Specifications. The Consultant will be required to review comprehensively all the current implementation, requirements documents, identify gaps, re-engineer processes with an aim of improving the overall performance of the systems, code conversions and reorganization as well as data migration.

- i. Lead the Collection, verification, compilation, and validation of all technical and functional and integration requirements.
- ii. Effective implementation of the project activities according to agreed work plans, milestones, and performance targets between the Vendors and all the project stakeholders within the specified time frame and budget.
- iii. Ensure that secure coding practices, including security training and reviews, are incorporated into each phase of the software development/implementation life cycle.
- iv. Ensure security and performance issues are addressed throughout the project.
- v. Stakeholder management- Required to set up appropriate communication channels and review mechanisms amongst the project stake holders to ensure smooth implementation of the systems/s. This includes liaison with ERP vendor and all the integrated solution vendors.
- vi. Project monitoring, reporting and communicating learnings throughout the implementation phase.
- vii. Project control and risk management by putting in place mitigations that prevent risks identified and addressed on time.
- viii. Organize project closure workshop and report of the project capturing learnings and recommendations.
- ix. Required to plan, assist and guide to formulate strategy in the planning for the Human Capital requirements in terms of developing skills of the staff and identification of training needs (Knowledge Transfer to staff).
- x. Required to coordinate meetings, monitoring, evaluation and reporting project progress to Management Steering Committee.
- xi. Act liaison with the sponsor to ensure resources are available to deliver the project within the set timelines/constraints.
- xii. Required to manage quality assurance processes and procedures to ensure efficiency, validity, value and functional performance of the ERP/Integrations.
- xiii. Required to plan, assist, guide and formulate strategy for user acceptance tests.
- xiv. Required to ensure that the process of switching over to the new systems is well planned and smooth with minimal or no service disruption.
- xv. Required to identify the deviations in the implementation, devise action plans to make sure of adherence to implementation schedules and strategies.
- xvi. Required to ensure best value for money and properly functional system/s that meets user expectations and possible future needs.

- xvii. Required to ensure proper data migration strategies are employed to maintain data integrity, completeness, availability, and usability as and when required.
- xviii. Required to carry out all other tasks/activities necessary and incidental to the implementation of the project as may be identified from time to time.
- xix. In liaison with the project steering committee, approve the threshold for go live.
- xx. Carry out a post implementation review and file the report
- xxi. Develop a project Completion Report
- xxii. Project Implementation Services
 - a. Implementation and customization of various modules and reports
 - b. User Acceptance Testing (UAT)
 - c. Data Migration from current data formats
 - d. Test & Live Implementation
 - e. Launch and Go Live hand holding support.
 - f. Integration with existing systems – (E-board, RMS, EDMS)
- xxiii. Training & Certification
 - a. Business User Training
 - b. Administrators & Super Users

The proposed ERP solution should be able to conform to the following minimum functionalities in each thematic area. The detailed technical specifications/features are captured in next section.

Financial management

- (a) General Ledger
- (b) Accounts Receivable
- (c) Accounts Payable
- (d) Payments and Reconciliation
- (e) Costing
- (f) Cash and Treasury Management
- (g) Bank transactions including reconciliation.
- (h) Budgeting and variance analysis
- (i) Assets accounting
- (j) Taxation, duties and levies
- (k) Banking
- (l) Fund Management
- (m) Tracking of funds utilization
- (n) Preparation of utilization reports
- (o) Trial Balance
- (p) Cost Centre Accounting
- (q) Imprest processing
- (r) Internal Order cost controlling
- (s) Project management
- (t) Statutory reporting- interface with other systems to facilitate statutory reporting

Human Resource management and administration

- a) Organization structure and establishment
- b) Employee master database
- c) Recruitment management
- d) Training and development
- e) Payroll administration
- f) Benefits administration
- g) Retirement/resignation/termination and death cases
- h) Human capital planning
- i) Disciplinary action rules (Dar) and vigilance
- j) Medical insurance and group life assurance
- k) General insurance
- l) Employee transfer, postings and promotion
- m) Leave administration.
- n) Time management (attendance system)
- o) Statutory reporting - interface with other systems for statutory reporting
- p) Performance management
- q) Occupational safety and health
- r) Career and succession planning tool
- s) Property management and maintenance
- t) Fleet management
- u) Employee self service

7.2.3 Risk assessment

- a) Reporting to the Risk Management Committee
- b) Reporting to the Audit and Risk Committee
- c) Integration with the risk management system
- d) Data Protection Compliance
- e) Other regulatory compliance

7.2.4 Procurement & Supply Chain Management

- a. Procurement and asset disposal planning
- b. Procurement plan monitoring
- c. Registration of suppliers
- d. Purchase/stores requisition management
- e. Bid Evaluation management
- f. Preparation of professional opinions
- g. Procurement and contract management
- h. Contract administration, implementation, and monitoring
- k. Inventory management
- l. Supplier performance management
- m. Store issues and stock taking
- n. Supplier surveys
- o. Market intelligence analysis
- p. Inspection and acceptance
- q. Statutory reporting- interface among other systems used for statutory reporting.

7.2.5 Strategic planning

- a. Development of the strategic plan
- b. Implementation, monitoring and reporting.
- c. Evaluation and review
- d. Stakeholder analysis

7.2.6 Performance contracting

- a. Development of the performance contract
- b. Implementation, monitoring and reporting.
- c. Evaluation

7.2.7 Monitoring and evaluation process

- a. Planning
- b. Execution
- c. Reporting

7.2.8 Policy formulation, analysis and review

- a. Development
- b. Approval
- c. Implementation
- d. Monitoring and evaluation
- e. Review

7.2.9 Business research

- a. Planning
- b. Research execution
- c. Analysis
- d. Reporting
- e. Implementation of research recommendations.
- f. Project Management
- g. Legal services
- h. Integrate with the e- Board system.
- i. Legal compliance matters.
- j. Preparation of legal documents including contracts.
- k. Governance audit and related issues

7.3.0 Post Implementation Services

- a. Annual Technical Support (ATS) for Application Software and Users
- b. Additional Customization, add-ons setup and upgrade rollout
- c. Supply of additional Licenses for Packaged Solution Modules
- d. Warranty for the ERP System and Database system supplied.

7.3 KEY MINIMUM ERP FEATURES

A comprehensive knowledge and experience of ERP business management solution for financial sector especially Sacco's with Web based features and supports Workflow with enhanced graphical user interface for simplicity and ease of use. KIMISITU SACCO LTD looks at acquiring an integrated adaptable and scalable ERP solution that fully supports enterprise-wide Processes and functionality. Desired Key Features

1. Intuitive graphical interface for a short learning curve
2. Network ready with multi-user password control
3. Web access with full functionality which enables stakeholders' accessibility.

4. Employee and member Self Service
5. Workflow and Alert Management
6. Email Integration
7. Integrating with other systems e.g., Risk Management System & Service Portals
8. Process Workflow, Alerts and embedded Document attachment
9. Business Intelligence & Analytics
10. MIS reports on dashboard for different category of users
11. Enterprise performance management
12. Enterprise information management
13. Creation of ad hoc query, reporting, analysis, dashboard, and user- friendly information search and navigation functionality,
14. Installation and configuration of the Business Intelligent Tool
15. Ability to create ad-hoc reports.
16. Set up the role-based access for each user

7.4 METHODOLOGY

The bidder should clearly provide information regarding the proposed implementation methodology. This should be framed in terms of the various stages associated with the implementation. In addition, the bidder should identify the tools utilized for maintaining the project schedule and required resources. This should include system design and blueprints.

7.5 KNOWLEDGE TRANSFER

As part of the implementation process the vendor will train KIMISITU SACCO LTD ICT personnel to gain significant expertise in both the technology used by the application as well as the inner workings and Backend of the application itself. It is our requirement that comprehensive training will be conducted to super users, administrators, developers and end users. Selected users will be trained up to certification level in an accredited institution.

7.6 TECHNOLOGY

The successful project management firm must define the technology platform(s) to be used to fully deliver their proposed solution. This should include:

- a. The proposed ERP System, Module components of the system (Names and Latest versions)
- b. The application development environment.
- c. The database System proposed (latest version).
- d. Operating system supported.
- e. Client or end-user operating systems supported
- f. Network environment(s) supported.
- g. Hardware requirements proposed

7.7 TRAINING

KIMISITU SACCO LTD attaches great importance to the training of its staff at different levels including system support, database administrators, developers, operational personnel and end users.

- a. The successful project management firm will be required to provide training as an essential part of the contract. The supplier will conduct training using the most efficient and effective techniques and use qualified personnel.
- b. Training for the project administration must be participatory.
- c. Training for end users will be on-site and scheduled according to the user roles.
- d. The bidder should include the training program and cost in detail for the training requirements and means to assess its adequacy.
- e. Training manuals in both soft and hard copies should be provided.

7.8 WARRANTY

- a. Demonstrate capability to offer post commissioning review services on successful implementation and migration.
- b. To offer three months post Go-Live free handholding support

7.9 WORK METHODOLOGY

Tenderers to Submit of a brief work methodology. The methodology shall be well-defined and structured in approach. It should adhere to the globally accepted best practices of ERP implementation and should cover the following broad phases or work elements.

- 1 Project Preparation.
- 2 System Study/Business Process Design. /scoping
- 3 Realization/configuration/customization/development. Integration, Testing and Acceptance. (Validation)
- 4 Data extraction, transformation and migration.
- 5 (User and Technical training. vii. User adoption and support.
- 6 System stabilization support.
- 7 Post implementation support.

8.0 SECTION: VI - PRICE SCHEDULE

The bidders are required to provide their price breakdown as tabulated.

NO	DESCRIPTION	QY	TOTAL
1.	Tender for the Provision of Project Management Consultancy Services for Enterprise Resources Planning (ERP) Up-grade	1 No.	
	Sub Total		
	Add Taxes		
TOTAL			

No correction of arithmetic errors.

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment, or amendment in any way by any person or entity.

NB: ALL Prices quoted must be inclusive of VAT.

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date:Project Delivery Period:.....

9.0 SECTION VII- STANDARD FORMS

Notes on standard forms

- 1 The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
- 2 When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to Kimisitu Sacco Ltd pursuant to instructions to tenderers clause 12.3
- 3 The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and Kimisitu Sacco Ltd in accordance with the instructions to tenderers or general conditions of contract.
- 4 The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to Kimisitu Sacco Ltd and pursuant to the – conditions of contract.
- 5 The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.
- 6 Grand total cost transferred to form of tender inclusive of all taxes and other related charges for the Project Management Consultancy Services

9.1 FORM OF TENDER

Date

Tender Number:.....

To:.....

.....

[Name and address of procuring entity] Gentlemen and/or Ladies:

- 1 Having examined the tender documents including Nos.. [insert numbers, the of which is hereby duly acknowledged, we, the undersigned, offer to provide..... [description of services] in conformity with the said tender documents for the sum of..... [total tender amount in words andfigures] 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 services in accordance with the services schedule specified in the Schedule of Requirements.
- 3 If our Tender is accepted, we will obtain the performance guarantee in a sum equivalent to ____ Percent of the Contract Price for the due performance of the
- 4 Contract, in the form prescribed by (Procuring entity).
- 5 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.
- 6 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.

Designation.....Sign.....Date.....

9.2 CONTRACT FORM

THIS AGREEMENT made the ___day of ___20___ between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called "Kimisitu Sacco Ltd") of the one part and [Name of tenderer] of [City and country of tenderer](Hereinafter called "the tenderer") of the other part.

WHEREAS Kimisitu Sacco Ltd invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Tender Form and the Price Schedule submitted by the tenderer.
- (b) the Schedule of Requirements.
- (c) the Technical Specifications.
- (d) the General Conditions of Contract.
- (e) the Special Conditions of Contract; and (f) Kimisitu Sacco Ltd Notification of Award.

3. In consideration of the payments to be made by Kimisitu Sacco Ltd to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Kimisitu Sacco Ltd to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. Kimisitu Sacco Ltd hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by__the __ (for Kimisitu Sacco Ltd) Signed, sealed, delivered by __the _____ (for the tenderer) in the presence of__.

9.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

REPUBLIC OF KENYA 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 applies to your type of business.

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

Part 1 - General:

Business name.....Location of business premises.....Plot No.....Street/Road

Postal Address.....TelNo.Email address

Nature of business.....

Current Trade Licences No.Expiring date

Maximum value of business which you can handle at any one time:

Kshs..... Name of your bankers

Branch.....

Part 2(a) - Sole Proprietor:

Your name in full

Age.....

NationalityCountry of origin

*Citizenship details

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details•	Shares
------	-------------	----------------------	--------

1.

2.

3.

4.

5.....

Part 2(c) - Registered Company:

Private or Public

State the nominal and issued capital of the company-

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows:

Name	Nationality	Citizenship Details•	Shares
------	-------------	----------------------	--------

1.....

2.

3.....

4.....

- Attach proof of citizenship (Compulsory)
- Attach certified copy of Form CR12 (Compulsory)

Part 3: Interest in the Firm:

Is there any person / persons in the KIMISITU SACCO SOCIETY LIMITED (KIMISITU SACCO LTD) who has interest in this firm? Yes /No**.....

I certify that the information given above is correct.

.....

Date Signature of Bidder

- ** Delete as necessary

9.4 TENDER SECURITY FORM

Note: The bidder shall complete only this form of Bank guarantee. No other Form of Bid Bond or any other forms of security will be accepted. Bidders who fail to comply with this requirement will be disqualified. WHEREAS [Name of bidder].

.....
(herein after called "the Bidder") has submitted his bid dated

KSSL/PPMCS-EU/JULY/19/2024: Tender for the Provision of Project Management Consultancy Services for Enterprise Resources Planning (ERP) Up-grade

hereinafter called "the bid" KNOW ALL MEN by these presents that we [Name of Bank]of [Name of Country] having our registered offices at (hereinafter called the Bank) are bound unto the PROCUREMENT DEPARTMENT, Kimisitu SACCO, (hereinafter called "the Employer") in the sum of (in words Kshs).....(In figures Kshs).....for which payment will be well and truly made to the said Employer the Bank binds itself, its successors and assigns by these presents.

SEALED with the common Seal of the said Bank thisday of 20.....

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity
 - (i) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers when required or
 - (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty days after the date of expiration of the bid validity, as stated in the Instructions to Bidders.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed.

AUTHORISED SIGNATURE.....DATE.....

NAME OF THE WITNESS

SIGNATURE OF THE WITNESS.....DATE

ADDRESS OF THE WITNESS

9.5 PERFORMANCE SECURITY FORM

To:

.....

[name of Kimisitu Sacco Ltd] WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract

No. [reference number of the contract] dated20....
to supply.....

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of..... [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of..... [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid untilday _____ of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

9.7 DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-consultants/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this _____ day of _____ 20 _____

(Name of company) (Signature(s))

9.8 POWER OF ATTORNEY

To [name of Kimisitu Sacco Ltd]

Note: This power of attorney should be on the letterhead duly signed and stamped nominating a representative to transact and sign document on behalf of your company.

9.9 : ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM

I/We of
Post Office Box declare that I/ We
recognize that Public Procurement is based on a free, fair and competitive tendering process
which should not be open to abuse.

I/We Declare that I/We will not
offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their
relations or business associates, in connection with tender No.
..... for or in the subsequent performance of the contract
if I/We am/are successful.

Signed by C.E.O. or Authorized Representative. Name
..... Designation.....
Signature..... Date.....

In case of sub-contracting

Signed by CEO of the firm to be subcontracted
Name..... Designation.....
Signature..... Date.....