MOI UNIVERSITY PENSION SCHEME

REQUEST FOR PROPOSALS (RFP) FOR THE SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING AND COMMISSIONING OF A PENSION ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

RFP NO: MUPS/IT/ERP/2018

CLOSING DATE: 23.11.28

THE PENSION MANAGER
MOI UNIVERSITY PENSION SCHEME
P.O. BOX 2259–30100
ELDORET
Tel.: +254 53 2026 033, +254 707 199 100
Website: www.mups.co.ke
Email: info@mups.co.ke

SECTION I: LETTER OF INVITATION

RFP REF NO: **MUPS/IT/ERP/2018**

TENDER NAME: SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING AND COMMISSIONING OF A PENSION ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

1.0 Board of Trustees - Moi University Pension Scheme (MUPS) invites sealed Bids from eligible Bidders for the supply, installation, implementation, testing, training and commissioning of a Pension Enterprise Resource Planning (ERP) System.

1.1 Interested eligible candidates may obtain further information from and inspect the Request for Proposal (RFP) documents at MUPS office located on the 3RD Floor, Tabain Plaza, Ronald Ngala Street, Eldoret Town during normal working hours (8.00am to 5.00pm, Monday to Friday)

1.2 The RFP includes the following

Section I – Letter of Invitation

Section II – Information to Consultants

Section III – Terms of Reference

Section IV – Evaluation of Proposals

Section V – Technical Proposal

Section VI – Financial Proposal

Section VII – General and Special Condition of Contract

Section VIII – Standard forms

1.3 A complete set of tender documents may be obtained by interested bidders upon payment of a non-refundable fee of Kshs.3, 000 through MPESA Paybill No: 267751 from the pension's office or downloaded from our website (www.mups.co.ke).

1.4 Completed Bid documents are to be enclosed in plain sealed envelopes, marked with the Bid number and name and be deposited at our offices or addressed to:

THE PENSION MANAGER
MOI UNIVERSITY PENSION SCHEME
P.O. BOX 2259–30100
ELDORET
Tel.: +254 53 2026 033, +254 707 199 100
Email: info@mups.co.ke
Website: www.mups.co.ke

So as to be received on or before 23rd November 2018 at 12 noon

MANAGER, MUPS

SECTION II: INFORMATION TO CONSULTANTS/BIDDERS

CONTENT

2.0 Introduction

2.0.1 Bidders must be recognized ERP solution providers/partners with a wide experience in ERP development and roll out.

2.0.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the bid.

2.0.3 Bidders shall provide the qualification information statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Scheme to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and services under this invitation for bids.

2.0.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.0.5 Bidders shall bear all costs associated with the preparation and submission of its proposal and the Scheme will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.0.6 A complete tender document may be obtained by bidders from our offices or downloaded from www.mups.co.ke. A payment of a non- refundable fee of Ksh.3,000.00 through MPESA Paybill No: 267751 is mandatory.

2.0.7 Bidders should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, bidders are encouraged to liaise with the Scheme regarding any information that they may require before submitting a proposal.

2.0.8 All the forms in the bidding document must be completed.

2.0.9 Bidders are expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required in accordance with the bid documents or submission of a proposal not substantially responsive as per the bid documents in every respect will be rejected.

2.0.10 Please note that:

1. The costs of preparing the proposal and of negotiating the contract, including any visit to the client are not reimbursable as a direct cost of the assignment; and
2. The client is not bound to accept any of the proposals submitted.

2.1 Clarification and amendment of RFP documents

2.1.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail or email to the Schemes address. The Scheme will respond by paper mail or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.1.2 The Scheme shall reply to any clarifications sought by the bidders within 3 days of receiving the request to enable the bidders to make timely submission of the RFP.

2.1.3 At any time before the submission of proposals, the Scheme may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by paper mail or email to all invited consultants and will be binding on them.

2.2 Mandatory requirements

2.2.1 The Bidders shall attach mandatory and valid documentation (Copies). Bids submitted without the mentioned mandatory documents shall be rejected by the scheme and will therefore not proceed to the technical evaluation stage. The mandatory requirements are as follows;

1. Valid copy of certificate of incorporation.
2. Valid copy of single business permit.
3. Valid copy of KRA tax compliance certificate.
4. Bid security of not less than 2% of the bid price in form of bank guarantee or insurance guarantee from Insurance firms approved by PPRA.
5. Audited accounts for the last three (3) financial years.
6. Evidence of possession of tax register (please attach any documented proof of ownership).
7. Valid copy of P.I.N certificate.
8. Valid copy of V.A.T certificate.
9. Professional indemnity covers of at least Kshs. 5 million from a reputable insurance company.
10. Submission of annual statutory returns to the registrar of companies for the last three (3) years.

2.2.2 All consultants with pending litigation (court/arbitration) with the client are not eligible to bid.

2.2.3 Taxes: The bidders shall be liable to pay all taxes duties and levies under Kenyan laws.

2.2.4 All copies attached must be certified by a commissioner of oaths as true copies of the original.

2.2.5 Bidders must submit an original and a copy for each proposal.

2.3 Preparation of technical proposal

2.3.1 The Bidders proposals shall be written in English language.

2.3.2 In preparing the Technical Proposal, Bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the technical proposal, bidders must give particular attention to the following:

1. If a firm considers that it does not have the expertise for the assignment, it may obtain full range of expertise by associating with individual consultant(s) and /or other firms or entities in a joint venture or sub-consultancy as appropriate. Note: Consultant/Bidders shall not associate with the other consultants participating in this assignment. Any firms/bidders associating in contravention of this requirement shall automatically be disqualified;
2. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
3. Proposed professional staff must have a minimum requirement and experience as indicated in section 5.10.
4. Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The technical proposal shall provide the following information using attached Standard Forms;

1. A brief description of the firm and an outline of the recent experience on at least three (3) assignments of a similar nature in the last five (5) years. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount, firm’s involvement and contact person(s).
2. Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Scheme.
3. A description of the methodology and work plan for performing the assignment.
4. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
5. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
6. Estimates of the total staff input (professional and support staff–time) needed to carry out the assignments supported by bar chart diagrams showing time proposed for each professional staff team member.
7. A detailed description of the proposed methodology, staffing and monitoring of training.
8. Any additional information requested in Section V.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of financial proposal

2.4.1 In preparing the financial proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The financial proposal should follow the Standard Forms. It lists all costs associated with the assignment as outlined in Section VI.

2.4.2 The financial proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel.

2.4.3 Bidders shall express the price of their services in Kenya Shillings.

2.4.4 The proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Scheme will make its best effort to complete negotiations within this period. If the Scheme wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, receipt, and opening of proposals

2.5.1 The original proposal (Technical and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person(s) authorized to sign the proposals.

2.5.2 For each proposal, the bidders shall prepare the number of copies requested. Each technical proposal and financial proposal shall be marked **"ORIGINAL"** or **"COPY"** as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL PROPOSAL,"** and the original and all copies of the financial proposal in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** with a warning: **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL".** Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated and be clearly marked, **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."**

2.5.4 The completed technical and financial proposals must be delivered at the submission address on or before the time and stated date in Section I. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 The Scheme may, at its discretion, extend the deadline for the submission of bids by amending the RFP documents through an addendum, in which case all rights and obligations of the Scheme and Bidders previously subject to the deadline will have therefore be subject to the deadline as extended.

2.5.6 After the deadline for submission of proposals, the technical proposal shall be opened on the same day at 2pm by the opening committee, in the presence of bidders' representatives who choose to attend, at the time and location specified in the letter of invitation. The financial proposal shall remain sealed up to the time for public opening of financial proposals.

2.6 Negotiations

2.6.1 Negotiations will be done with the successful bidder.

2.6.2 Negotiations will be held at the Schemes offices. The aim is to reach an agreement on all points and sign a performance contract.

2.6.3 Negotiations will include a discussion of the technical proposal, the proposed methodology and work plan, staffing and any suggestions made by the bidder to improve the terms of reference.

2.6.4 The financial negotiation will include issues to do with cost and clarification (if any). The negotiations will culminate with the signing of a contract. If negotiations fail, the scheme will be at liberty to invite the firm whose proposal received the second highest combined score.

2.6.5 Special attention will be paid to getting the most that the bidder can offer within the available budget and to clearly defining the inputs required from the Scheme to ensure satisfactory implementation of the assignment.

2.7 Award of contract

2.7.1 The Contract will be awarded following negotiations. After negotiations are completed, the Scheme will promptly notify other bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those bidders who did not pass the technical evaluation.

2.7.2 The selected bidder is expected to commence the assignment on the date and at the location agreed during negotiations.

2.7.3 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.

2.7.4 The scheme may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.7.5 The Scheme shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.

2.7.6 To qualify for contract awards, the bidder shall have the following:

1. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
2. Legal capacity to enter into a contract for procurement.
3. 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.
4. Shall not be debarred from participating in public procurement.

2.8 Confidentiality

2.8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning bidder has been notified of the award of Contract.

2.9 Corrupt or fraudulent practices

2.9.1 The scheme requires that the bidders observe the highest standards of ethics during the selection and award of the contract and also during the performance of the assignment.

2.9.2 The Scheme will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

SECTION III: TERMS OF REFERENCE (TOR)

PROJECT: REQUEST FOR PROPOSAL FOR SUPPLY, DELIVERY, INSTALLATION, TESTING, TRAINING & COMMISSIONING OF A PENSION ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

CONTENT

3.0 Background of Moi University Pension Scheme (MUPS)

Moi University Pension Scheme (MUPS) was established on 1st July, 1991 to provide pension benefits to its members, who were employees of Moi University. At commencement, the Scheme design was a Defined Benefit (DB) Scheme whereby benefits were fully underwritten by the Sponsor such that any investment dynamics could not affect the promised benefits. This therefore attracted and retained membership to the Scheme while retaining qualified staff for the Sponsor.

Due to cost escalation and institutional financial constraints, it became necessary for the Sponsor to redesign the pension plan with a view to continue providing the same benefits at competitive cost. This therefore resulted in the Defined Benefit (DB) scheme being redesigned to a Defined Contribution (DC) with a Hybrid underpin. This came into effect on 1st January, 2005. The contribution rates were 15% from the employer and 7.5% from the employee.

In 1991 the Scheme started with 660 members and an initial fund value of Ksh.6.60 million. It has since grown to its current fund value of Kshs. 10 billion in 2017 and a membership of over 3500 spread majorly in the following universities and constituent colleges. The Scheme has over 62 retirees and 105 dependents.

The following are sponsoring institutions:

1. Moi University – Main Sponsor
2. University of Eldoret – Participatory sponsor
3. Maasai Mara University – Participatory sponsor
4. Karatina University – Participatory sponsor
5. Rongo University – Participatory sponsor
6. Garissa University – Participatory sponsor
7. Alupe University College– Participatory sponsor

3.1 Purpose

The current system is heavily manual and tasking which in the long run is expensive and unproductive. Finance (GL, R, PL Budgeting) and pension management(retirees payroll, member contributions) is done through QuickBooks, excel sheets and Microsoft Works. The system is installed on standalone computer and currently handled by one member of staff. Procurement processes are generally manual. Electronic storage of paper documents is far from being achieved.

3.2 Objectives

To enhance service delivery, MUPS wishes :

3.2.1 To acquire and implement a genuine licensed modern pension Enterprise Resource Planning System (ERP). The ERP will be available to internal users at the main office and a web portal for external users.
3.2.2 To enhance the ability to support management decision-making based upon access to accurate and timely financial and operational information and reports from the ERP business intelligence reporting tool.
3.2.3 To improve efficiency and minimize costs by providing flexible, integrated systems that eliminate the need for redundant data entry for effective operational control
3.2.4 To facilitate corporate communication and sharing of information electronically to improve all aspects of service delivery to the member.
3.2.5 To ensure that MUPS secretariat is suitably trained and equipped in the usage and support of the ERP.
3.2.6 To provide post implementation support services.
3.2.7 To acquire a system that will provide a timely and prompt preparation and extraction of reports, multitasking, efficient and accurate.

3.3 Proposed solution benefits

The ERP system shall fulfill the following quest for the Scheme;

3.3.1 Member records shall be kept in the system and can be accessed anytime with a full audit trail of any changes i.e. Active to deferred, change of dates, change of beneficiary details.
3.3.2 Contributions shall be loaded into the system which will do the postings to member account i.e. Registered and Unregistered, Keeps a history of all contributions. The system shall be also integrated into fund accounting and keeps track of the receivables and money receipted for each sponsor.
3.3.3 The system keeps track of all money types i.e. Employee, Employer, Voluntary, Transfers In.
3.3.4 Statements shall be automatically generated based on the benefits of the member which can be accessed online or emailed. This saves the organization the cost of printing statements and delivering to the various members.
3.3.5 Benefits calculation shall be done on the system. This saves the scheme the cost of hiring third parties to do claim calculation.
3.3.6 Members have a portal and a mobile app to access their details. This reduces client queries.
3.3.7 Trustees have a portal to approve expenses, claims. This ensures they must not be physically available to carry out some of their mandates.
3.3.8 Trustee elections shall be done online via the portal and the mobile app. This gives each member an opportunity to vote for a trustee as opposed to doing it physically.
3.3.9 Interest allocation shall be automated in the system. The administrator could either apportion an amount or a rate.
3.3.10 The solution shall offer Income draw down for member, hence members can easily get quotes for IDD and payments.

3.3.11 The system shall improve the efficiency of the organization as things will be done in a short period with greater accuracy.
3.3.12 Generation of financial statements with a click of a button.
3.3.13 Generation of investment reports with a click of a button.
3.3.14 Compliance and regulation, the system shall help the organization be compliant with the relevant statutory laws.
3.3.15 Availability of dashboards which shall aid in decision making e.g. a graphical representation of Age vs. Fund. This can aid the scheme in liquidity matters based on the ages of those with the highest funds.
3.3.16 Transparency of information. Once a member's contributions or claim is processed the member shall have full visibility of its status.
3.3.17 The system shall ensure business continuity in the sense that all the schemes data shall be safe and can be referenced in future by different persons working for the scheme.
3.3.18 The system shall allow for more time to be spent on customer focus as it offers more time due to efficiency.

3.4 Scope of Work

The scope of work entails but not limited to: -

3.4.1 Supply, installation / implementation, customization, training, testing and commissioning of the Pension Enterprise Resource Planning System (ERP) Software application for all modules and functionalities required.

3.4.2 Supply, installation and commissioning of genuine licensed ERP database system and related software utilities and add-ons.

3.4.3 Project implementation services;

1. Implementation and customization of various modules and reports.
2. User Acceptance Testing (UAT).
3. Data migration from current data formats.
4. Training **–** For Administrators, Senior Users and all other end Users.
5. Test & Live Implementation.
6. Launch and Go Live hand holding support.
7. System Documentation and User manual Documents.

3.4.4 Provision of ERP Security, backup and replication server setup for availability.

3.4.5 Post Implementation Services;

1. Annual Technical Support (ATS) for application software and users (First 1 year must be provided as part of proposal).
2. Additional Customization, add-ons setup and upgrade rollout.
3. Supply of additional licenses for packaged solution modules.
4. Warranty for the ERP System supplied.

3.5 Technical/Functional Requirements

Below is a summary of modules for the proposed solution categorized as functional requirements and also detailed specifications for each function thereafter.

3.5.1 Financial Accounting and Controlling(Management) Module.

3.5.2 Procurement Module.

3.5.3 Investment management module.

3.5.4 Pension management module.

3.5.5 Electronic Document management system module.

3.5.6 Project management.

3.5.7 Property Management.

3.5.8 Corporate communication module.

3.5.9 Member Portal Module.

3.5.10 Mobile Application Module.

3.5.11 Human resource management.

3.5.12 Business Intelligence and Reporting Tool.

3.5.1 Financial Accounting and Controlling(Management) Module

This module is expected to perform all financial accounting and controlling (management) business processes with end-to-end integration across multiple currencies or locations. This shall include but not limited to: -

1. General Ledger, Chart of Accounts and Trial Balance setup.
2. Accounts Payables.
3. Accounts Receivables.
4. Bank Management and Setup.
5. Bank Reconciliation.
6. Vendor Check Runs, ageing Analysis and Electronic Payments.
7. Budgeting with Revisions and Approvals.
8. Project & Vote Budgeting.
9. Dynamic planning, budgeting and forecasting.
10. Cost Center Management - Product, Activity Based Costing.
11. Invoicing, Receipting and payment Vouchers management.
12. Imprest Management (Imprest Issuance and Surrender).
13. Petty Cash Management Modules (Petty Cash Issuance and Surrender).
14. Cheque writing.
15. Expense Management, Business policies and Expense rules.

16. Workflow and Embedded Document Management and Journal Approvals.
17. Workflow for multi-level expense approvals.
18. Employee web portal for expense entry.
19. Ability to attach and view expense receipts and Invoices.
20. Tax computation and remittance.
21. Multicurrency transactions.
22. Fixed Asset Register;
    a. Track fixed asset.
    b. Asset details.
    c. Multiple depreciation methods.
    d. General Ledger and Accounts Payable integration.
    e. Book and valuation value
    f. Reports.
23. Financial Reports including statutory and MIS Reporting.

3.5.2 Procurement and Inventory management Module

Manage all the activities of procurement and administration functions. All processes from Purchase Requisitions, Request for quotes, Tendering, Supplier management, Orders Processing (LPOs & LSOs), Invoicing and Inventory Management.

1. Vendor Management & Vendor Records.
2. Web based Purchase Requisitions.
3. Vendor RFQ and Quotes.
4. Workflow for Requisition and Purchase Approvals.
5. Automated Purchase Orders and integration with GL and budget.
6. Procurement Master Planning.
7. Vendor Managed Inventory.
8. Automated Vendor notifications.
9. Contract Management.
10. Automated three (3) way matching of Purchase Orders, Invoice and Goods Receipt Note.
11. Vendor Statistics and Performance Management.
12. E-Procurement web based interface and ability to generate e-procurement reports.
13. Inventory Management;
    a. Item Master configuration with Attributes and SKUs.
    b. Stock reconciliation.
    c. Dispatch.
    d. Item Dimensions including Lot Number, Batch, Serial Number and Location control.
    e. Min Max and Requirements Management.

f. Commodity classifications.
g. Inventory Costing including LIFO, FIFO, Standard Costing, Weighted Average
h. Web based Requisitions & issues.
i. Disposal Management.
j. Reports.

3.5.3 Investment management module

This module captures all investment functions which includes:-

1. Fund management.
2. Regulations compliances and monitoring.
3. Equity Management.
4. Money Markets management (Call deposits, Fixed Deposits).
5. Bonds (Government Bonds - HTM, AFS).
6. Treasury Bills.
7. Corporate Bonds (HTM,AFS).
8. Commercial paper.
9. Units Trust.
10. Real Estate (property) Investment.

3.5.4 Pension management module

The solution should have the following sub modules and capabilities fully integrated into a financial module:-

1. Records Management of member.
2. Contributions Management.
3. Claims and Benefits.
4. Pensioner records and payroll management.
5. Beneficiaries / dependents management.
6. Income Draw Down.
7. Interest allocation.
8. Billing of sponsor.
9. Fees and commissions tracking.
10. Promotion/demotion
11. Withdrawal
12. Generation of statutory reports

3.5.5 Electronic Document management system module

The purpose of an Electronic Document Management System is to provide a central repository for the entire Schemes' documents. An electronic document management system allows for:-

1. Secure environment for document storage.

2. Immediate web based access to documents by authorized personnel from any location.
3. Multiple users can access the same document simultaneously, at any time.
4. Management of versions of documents to minimize inconsistency and redundancy.
5. Increased speed of storing, retrieving and modifying documents.
6. Reduction of paper, space and staffing requirements associated with paper filing. Systems.
7. An integrated workflow management with alerts.
8. Full Integration with the ERP system.

3.5.6 Project Management

The purpose of this module is to aid a means of managing a project by planning, organizing and managing its different requirements. The desired system shall have the following functions: -

1. Estimation of activities.
2. Tasks creation and scheduling.
3. Cost control and budget management.
4. Resource allocation.
5. Quality management.
6. Risk management.
7. Change control.
8. Decision making management.
9. Projects and vote book management.
10. Time and expense tracking to projects.
11. Time sheet.
12. Performance management and reporting.
13. Web portal for project management and project data entry.
14. Automatic generation of the critical path
15. Reports.

3.5.7 Property Management

The module should aid the Scheme in managing its real estate properties. The module should be able to capture: -

1. Property Details.
2. Tenant Details.
3. Lease Management.
4. Billing.
5. Receipting.
6. Debts owed.
7. Maintenance schedule and costing

3.5.8 Corporate communication module

The system should have an SMS and Email integration channel for communication to members and other stake holders. For example a member can query their balances, information can be sent to member phones via SMS or Emails etc.

3.5.9 Member Portal Module

This module should allow external access to system by different stakeholders of the Scheme through a web portal. Among other things, it should allow:-

1. Scheme Members, Administrators, Trustees and Sponsors access to view individual portals allowing them to perform a myriad of functions that pertains to their level of system access rights.
2. A member should be able to see all that pertains to their records and other services at the scheme i.e. Bio data, contributions history, benefits statement, benefit quotation, benefits projections, election of trustees, update beneficiaries and dependants.
3. Scheme administrator should be able to upload scheme related documents for publishing either to scheme member or trustees. For example Trust deed and rules, beneficiary nomination forms, trustee photos, newsletters etc.

3.5.10 Mobile Application Module

Mobile application that can be used by scheme members to access the following services:-

1. Member bio-data.
2. Beneficiary information.
3. Member contribution statement.
4. Member benefits statement.
5. Contributions summary & analysis.
6. Benefit quote & projections.
7. Scheme downloads.
8. Member Data change request.
9. Customer service through ticketing.
10. Information about additional products offered by the company, Videos & other promotional material.

3.5.11 Human resource and payroll management

The Human Resource Information Management System captures and manages personnel related operations. The module among other functions captures staff details, pay roll management, leave management, appraisals, training, succession, promotions and capacity building among other operations as listed below:-

1. Basic organization information identification numbers.

2. Recruitment process.
3. HR planning process.
4. Personal records.
5. Employee self-service portal.
6. Web based leave management.
7. Employee performance and appraisals.
8. Staff training process, planning and data management.
9. Succession planning.
10. Absence management.
11. Pension and insurance.
12. Grievance Handling and Disciplinary process.
13. Employee welfare management.
14. Employee Termination and Exit Process.
15. Loan administration.
16. Organizational structure.
17. MIS Reports with export to various text / spreadsheet formats.
18. Payroll and benefits management;
    a. Intuitive graphical interface for a short learning curve.
    b. User defined earnings and deductions.
    c. User defined PAYE, NSSF and NHIF rates.
    d. Multiple loans and savings ledgers.
    e. Fast posting with automatic payroll calculation.
    f. Entry of hours and/or days worked over flexible payment period.
    g. Intelligent carrying forward of payroll transactions.
    h. Lump sum tax calculation.
    i. Monthly PAYE, NSSF and NHIF export files and listings.
    j. P9A, P10, P10A Tax returns and other related docs.
    k. Payroll with pay slips, Sacco deductions and reports.
    l. Multiple payroll summary, payment reports and pay slip formats.
    m. Integration with financial management system / GL Integration.
    n. Integrated and accessible via employee self-service.

3.5.12 Business Intelligence and Reporting Tool

This module should address a wide range of reporting needs within the ERP ecosystem ranging from operational or enterprise reporting to extensive data visualization and charting as listed below:-

1. Custom reports and reporting services.
2. Business Intelligence and analytics – Weekly, Monthly, Quarterly, Annual
3. Integration with other corporate applications generating data.
4. Dashboard with top level graphical analytics including forecasting.

3.6 Non-Technical/Non-Functional Requirements

In this section, system properties and constraints are highlighted in regards to the proposed solution.

3.6.1 Systems administration

1. Provide system administration user interface that is intuitive and easy to use.
2. System change management through testing environment and also logging any changes to the system.
3. Provide tools to monitor the system via dashboards and alerts.

3.6.2 Training, knowledge transfer and support

1. Training: End User Level, Key User, Super User/ Administrator Level and Managerial overview level.
2. Training Materials – Provided both in soft and hard copies.
3. System help functionalities – Inbuilt system help manual.
4. Full documentation of the system in both electronic and hardcopies.
5. Implementation and customization documentations.
6. Bidder must have a comprehensive support procedure.
7. The bidder must have qualified professional/systems engineers to offer functional and technical support.
8. Access to online support system.

3.6.3 System security

1. Ability to administer the application level, the database level, or other level.
2. Security and Audit – allow security rules to be specified for access to individual.
3. Positions as well as organizational hierarchy. Multiple access responsibilities.
4. According to tasks users perform.
5. Complete audit log of all changes.
6. Audit trail for changes to the account. Must include: username, timestamp, what used to be in the field, and what currently is in the field.
7. Ability to create group user accounts and assign authorizations.
8. Auto login Time out.
9. Multi-user password control and Multi-Level access rights control.
10. Performance Monitoring: ability to give alerts, notification and dashboard of system performance and availability.
11. Provide a solution for Business continuity plan including backup and disaster recovery procedures.

3.6.4 Operating Environment

1. Web based & Menu driven navigation and update capabilities.
2. Reports, Custom Reporting and ad-hoc queries.
3. Multi-user environment.

4. System Platform – the system will be operated on a Local Area Network with WINDOWS/ LINUX client or server.
5. To be locally deployed and hosted at the Scheme headquarters.

3.6.5 System Architecture of ERP

1. Latest ERP Version and release of proposed ERP system and database.
2. Support for a three tier architecture – Client, Application Server/Web Server, Database Server.
3. Modular Architecture.
4. Scalable – should allow phased implementation of applications.
5. Allow for export to / import from external data file format.
6. Integration with industry or government regulatory processes.
7. Data conversion, integration and migration with existing systems.

3.6.6 **Systems Interfaces**

1. Simple and Graphical User Interfaces – simple and user friendly Graphical User Interface.
2. User Aid – Allow users to access help messages without exiting the application screen and Embedded User Help manuals.

3.7 Internal consultancy team assumed roles

3.7.1 Business team leaders

1. Core pensions process management and operations lead.
2. Finance and accounting lead.
3. Electronic documents and workflow management lead.
4. Procurement lead.
5. Human resource lead.
6. External/independent actuarial specialist.
7. Systems administration and IT operations lead.
8. Project manager lead.

3.7.2 Reference group

1. MUPS projects steering committee.
2. Pension manager.

SECTION IV: EVALUATION OF PROPOSALS

CONTENT

4.0 Introduction

4.1.1 From the time the proposal is opened to the time the contract is awarded, if any bidder wishes to contact the Scheme on any matter related to this proposal, they should do so in writing and address it to contacts provided. Any effort by the bidder to influence the Scheme in the evaluation process (proposal comparison or contract award) may result in the rejection of their proposal.

4.1.2 Evaluators of technical proposals shall have no access to the financial proposals until the technical evaluation is concluded.

4.1.3 The Scheme will only consider bids from appointed authorized dealers/resellers of the proposed products. Proof of this shall be required.

4.1.4 The Scheme reserves the right at the time of the contract award to increase or decrease, the quantity of products and services originally specified in the TOR without any change in unit prices or other terms and conditions.

4.1.5 The Scheme reserves the right to accept or reject a bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s).

4.1.6 A Three (3) stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to financial proposals being opened and evaluated, mainly;

1. **Stage 1:** Compliance with preliminary requirements.
2. **Stage 2:** The Technical Evaluation (capacity to deliver the service).
3. **Stage 3:** The Financial Evaluation (quoted prices).

4.1.7 The weight given to the technical and financial proposals will be 80 points and 20 points respectively. The bids evaluation committee shall evaluate the bids within 30 days from the date of opening.

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

4.1.9 Where contract price variation is allowed, the variation rate will be negotiable but shall not exceed 10% of the original contract value.

4.2 Stage 1: Preliminary Requirements

4.2.1 ***Firms that do not meet any of the following mandatory requirements shall be rejected at this stage.***

No	**Requirements** ***(All copies attached must be certified by a Commissioner of Oaths as true copies of the original)***	**Bidder's Response with evidence reference**
1	Mandatory documents as specified in Section 2.2	

2	Detailed work program indicating allocation of human resources and time for the deployment of the solution.	
3	Valid Authorization certificate from the product developer/solutions copyright holder	
4	Power of attorney	
5	Dully-filled up confidential business questionnaire, stamped and signed form of tender in format provided and signed by the authorized person.	
6	Working Capital of a minimum of Kshs 20 Million	
7	Financial Turnover of Kshs. 40 Million for the last 3 financial years	

4.3 Stage 2: The Technical Evaluation

4.3.1 **Part 1:** Conformity to technical requirement of the solution as provided in section III – TOR.

4.3.2 **Part 2:** In addition to meeting the specifications in section III the following detailed aspects and competency of the firm will be evaluated as per the following criteria.

No.	**Evaluation Attribute**	**Weighting Score**	**Score**
1.	**Technical Specifications (Functional Proposal)** The solution will be evaluated on meeting the detailed technical requirements. *Marking: Mandatory FS=2,PS=1,CR=1/2,NS=0* *Marking: Optional FS=1, PS=1/2, CR=1/2, NS=0* *(FS-fully Supported, PS=partially supported, CR-Customization Required ,NS =Not supported)*	Full compliance = 20 marks. Consideration based on clarity	20
2.	**General Experience** The bidders should have been carrying out I.T. related services and should furnish company profile indicating the number of years in operation in the industry, product range and specialization.	1 mark for each year of experience up to a maximum of 4 years	4
3.	**Specific Experience** Previous handling of 3 similar projects in scope and	2 marks each upto a maximum of 3	6

	complexity in the last 5 years. Provide relevant Documentary proof. Copies of Purchase Order / Work Order along with completion certificates and recommendation letters. **The Scheme reserves the right to seek additional supporting documents for the above projects.*	projects	
4.	**Key Staff Qualification and Experience**		
	Project Management/Team Leader as per Clause 5.10.3	8	8
	Systems Developer as per Clause 5.10.4 (A)	5	5
	Web Developer as per Clause 5.10.4 (B)	2.5 marks each	5
	Implementers as per Clause 5.10.5	3 marks each	12
5.	**Financial Stability:**	**A margin above**	
	Profitability Margin	20% will score 2 marks; 10-19 % 1 marks 1- 9% 0.5 marks	2
	Liquidity Ratio	2:1 – 2 marks; 1:1 – 1 marks; 0.5:1- 0.5 marks; less than 0.5 no mark	2
	Copies of financial statements for the company for the last three (3) financial years.	6	6
Bidders must attain the mark of 55 points to proceed to the next section of demonstration/Proof of Concept (POC).			
6.	**Site Visit/Demonstration**		
	Demonstration will include site visit to the clients indicated in the reference. Compliant bidders will be requested to make a presentation of their proposal for clarification and existence of selected features to be determined by the	Site Visit to the clients where the system has been successfully implemented	10

	Scheme.	based on the references provided. Demonstration of selected features and functionality	
Bidders must attain the pass mark of 6 5 o u t o f 8 0 in order to proceed to the due-diligence section.			
7.	**Due-diligence**		
	The Scheme prior to the award of the tender, shall conduct due diligence to confirm and verify the qualifications of the bidder .At the due diligence stage, the Bidder shall be evaluated on a pass/fail and scoring basis to ascertain the information provided at the technical capacity stage. This will include site visits to locations where the solution has been previously deployed and operationalized. The Scheme will conduct due diligence on any of the references provided by the bidder in this tender documents to confirm information provided. In addition, the Scheme may seek information about the bidder from any other source whether or not the individuals or organizations contacted have been referenced by the bidder.	YES/NO Basis	YES
The Scheme may disqualify bids based on the outcome of the due-diligence and POC			

4.4 Stage 3: Financial Proposal Evaluation

4.4.1 Bidders whose technical proposals will have met technical evaluation criterion described in section 4.1, 4.2 and 4.3 above shall be invited for the opening of the financial proposals. The other financial proposals shall be returned unopened. Any effort by a bidder to influence the evaluation or contract award decisions shall result in the rejection of the bidder’s proposal.

4.4.2 The financial proposals shall be opened publicly in the presence of only the technically responsive bidder's representatives who choose to attend.

4.4.3 The evaluation committee will determine whether the financial proposals are complete i.e. whether the bidder has priced all the items of the corresponding technical proposal and correct any computational errors.

4.4.4 Any items that prices have not been indicated shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.

4.4.5 The lowest cost proposal will be awarded 20 points. Other proposals will be awarded proportionate points as per the following formula;

$$\frac{Lowest\ Cost}{Proposal\ Cost} \times 20$$

4.5 Overall Ranking

4.5.1 The overall ranking will be computed as follows:
(0.8 × points scored on technical proposal) + (0.2 × points score on financial proposal).

4.5.2 The bidder with the highest overall score from the above formula shall be considered the winner.

SECTION V: TECHNICAL PROPOSAL

CONTENT

5.0 Introduction

5.0.1 To facilitate the analysis of responses to this RFP, the bidder is required to prepare their proposals in accordance with the instructions outlined in this section. Bidders must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in disqualification. For each question asked in the RFP, the Bidder shall provide in their response, the question asked and their answer using the section numbering of the RFP.

5.0.2 Proposals shall be prepared to satisfy the requirements of the RFP. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:-

5.1 Executive Summary

5.1.1 This part of the response to the RFP should be limited to a brief narrative & not to exceed two (2) pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

5.2 Firms Experience

5.2.1 Bidders must provide the firms experience in providing services of a similar nature and size to at least three (3) organizations and details of work under way or contracted. Attach the names, addresses and contact details of these organizations.

5.3 Proposed Implementation Plan

5.3.1 The Bidder is to provide an implementation plan in narrative format supported by an activity- level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements.

5.4 General Implementation Approach

5.4.1 Provide a general overview of the implementation framework/methodology/approach you plan to use for the implementation of the different modules.

5.5 Hardware, Software and Storage Design and Installation Consulting

5.5.1 The bidder is advised to provide details of the required hardware and related technologies capable of supporting the system.

5.6 Implementation and Training

5.6.1 Upon successful implementation, the scheme shall require the solution provider to provide training as specified below;

5.6.2 End User Training: All end-user and technical training will be performed on-site through implementation and be performed by the Bidder. End user implementation training will be provided by the Bidder and include joint participation by the relevant scheme process owner team lead supporting the process area in the new software system.

Technical Implementation training will include training for schemes IT staff on the technologies required to support the new modules.

5.6.3 **Train the Trainer:** The Vendor will incorporate a "train the trainer" approach where only key team leaders will be trained through implementation on the solution and then they will train the remainder of the scheme staff in their respective areas.

5.6.4 The Bidder should provide an overall description of **both** training methods, including the general time frames in which training will be conducted. The Bidder must list the nature, level, and amount of training to be provided for both options in each of the following areas:

1. Technical training (e.g., programming, operations, etc.).
2. User training.

5.7 System Documentation, Manuals and Testing

5.7.1 The successful Bidder shall be required to provide user manuals (technical and end user) to the Scheme as part of the initial training and on-going operational support. The Bidder should also describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the Scheme related to such testing:

1. System testing.
2. Integration testing (in relation to the ERP modules).
3. Stress/performance testing.
4. User acceptance testing (UAT).
5. Security testing.

5.8 Knowledge Transfer

5.8.1 Bidder should describe their process for ensuring that a transfer of knowledge occurs back to the scheme staff such that they will be capable of supporting and maintaining the application in the most proficient manner once the implementation engagement is complete.

5.9 On-going Support Services

5.9.1 In this section, the bidder is required to specify the nature and conditions of any post-implementation support options including:

1. Post-go live support that is included in the proposal response.
2. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience).
3. Telephone support, help desk services (If there is a service level agreement for your help desk, please provide a copy with your response to the tender).

5.10 Key Personnel, Experience and Qualifications

5.10.1 The bidder shall be required propose suitable personnel plan capable of delivering the project within a period of one (1) year.

5.10.2 Core Development Team: The plan should include the activities and personnel timelines during the period. Bidder will be expected to propose personnel planned for use in the project with expertise in the following areas;

1. ERP Core Setup and Installation.
2. Finance, pension scheme, electronic document, human resource, procurement and project management functionalities.
3. ERP Development.
4. Web and mobile development.
5. For each of the above area the proposed persons shall be required, at minimum, to have a degree in computer science or equivalent.
6. For each of the persons proposed provide references of an institution where they have deployed an ERP of similar scope. The reference contacts (email and Phone no should be provided).

5.10.3 Project Manager/Team Leader: Implementing team proposed shall have a team leader whose main duty will be to ensure that implementation of the system adheres to planned schedules and budgets; The lead implementer shall have the following qualifications and experience;

1. Bachelor's degree in computer science or related field.
2. Master's degree in business administration, finance or project management.
3. Over five (5) year experience in implementing the proposed ERP solution.

5.10.4 Developer

A. Systems Developer

Core Duty: Customization of the system to be aligned to the Scheme procedures and Work Flows for the areas highlighted in the scope (TOR). The System Developer shall have the following qualifications and experience;

1. Bachelor's degree in computer science or related field.
2. Experience of a minimum of 3 years in Systems (ERP) Development.

B. Web and mobile developer (2 No)

Core Duty: Development of a Web and mobile Portal as per the requirements. The developer shall have the following qualifications and experience;

1. Bachelor's degree in computer science or related field.
2. Experience of a minimum of 3 years in Web and mobile development.

5.10.5 Implementers (4 No.)

Requirements gathering, In-charge of all training, data migration and deployment. The Implementers must have a good understanding of the key areas to that shall be automated. The Implementers shall have the following qualifications and experience;

1. Bachelor's degree in computer science or related field.
2. Experience of a minimum of 3 years in ERP Implementation.

5.11 License and Maintenance Agreements

5.11.1 Sample license and maintenance agreements must be provided in this part of the Bidder's response for all components of the recommended solution. ERP licenses shall be perpetual and concurrent. The bidder is required to give some notes on increasing the no. of licenses as and when needed.

5.12 Comments and suggestions by Bidders on the terms of reference, data, services and facilities to be provided by the Scheme.

5.13 Forms

5.13.1 Technical proposal submission form.
5.13.2 Confidential business questionnaire.
5.13.3 Bidders organization and experience.
5.13.4 Team composition and task assignments.
5.13.5 Curriculum vitae (CV) for proposed professional staff.
5.13.6 Activity (work) schedule.

SECTION VI: FINANCIAL PROPOSAL

CONTENT

6.0 Introduction

6.0.1 In preparing the financial proposal, Bidders are expected to take into account the requirements and conditions outlined in the RFP documents.
6.0.2 The bidder shall indicate on the appropriate standard forms the unit prices and total bid price of the goods and services it proposes to supply under the contract.
6.0.3 The financial proposal should clearly identify as a separate amount all costs including, the taxes, duties, fees, levies and other charges imposed under the law, unless specified otherwise.
6.0.4 The bidder shall express the price of their services in Kenya shillings.
6.0.5 Prices quoted by the Bidder shall be fixed during the performance of the contract and not subject to variation on any account.
6.0.6 The financial proposal shall be signed by an authorized representative and initialed on all pages.
6.0.7 To the extent possible, Bidders shall show any applicable discounts separately from the prices for products and services.
6.0.8 The scheme prefers that Bidders provide separate prices for each item in the proposed solution.
6.0.9 The scheme reserves the right to pursue direct purchase of all items and services proposed.

6.1 Forms

6.1.1 Completed Financial Proposal Submission Form.
6.1.2 Completed Summary of Cost.
6.1.3 Completed Detailed Breakdown of Cost.
6.1.4 Performance Bond.

SECTION VII: GENERAL AND SPECIAL CONTRACT CONDITIONS

CONTENT

7.0 Definitions

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

7.0.1 "The contract" means the agreement entered into between Moi University Pension Scheme and the Bidder as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

7.0.2 "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations.

7.0.3 "The services" means services to be provided by the Bidder including materials and incidentals which the Bidder is required to provide Moi University Pension Scheme under the Contract

7.0.4 "The Procuring entity" means the Moi University Pension Scheme under this contract

7.0.5 "The vendor" means the Bidder providing the services under this contract.

7.0.6 "GCC" means general conditions of contract contained in this section

7.0.7 "SCC" means the special conditions of contract

7.0.8 "Day" means calendar day

A: GENERAL CONTRACT CONDITIONS

7.1 Application

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

7.2 Standards

7.2.1 The Bidder shall indemnify Moi University Pension Scheme against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof.

7.3 Performance security

7.3.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful Bidder shall furnish to Moi University Pension Scheme the performance security where applicable in the amount specified in Special Conditions of Contract.

7.3.2 The proceeds of the performance security shall be payable to Moi University Pension Scheme as compensation for any loss resulting from the Bidder failure to complete its obligations under the Contract.

7.3.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Moi University Pension Scheme and shall be in the form of:

1. Cash.
2. A bank guarantee.
3. Such insurance guarantee approved by the Scheme.

4. Letter of credit.

7.3.4 The performance security will be discharged by Moi University Pension Scheme and returned to the candidate not later than thirty (30) days following the date of completion of the Bidder performance of obligations under the contract, including any warranty obligations under the contract.

7.4 Inspections and Tests

7.4.1 Moi University Pension Scheme or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Moi University Pension Scheme shall notify the Bidder in writing, in a timely manner, of the identity of any representatives retained for these purposes.

7.4.2 The inspections and tests may be conducted on the premises of the Bidder or its sub-vendor(s). If conducted on the premises of the Bidder or its sub-vendor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

7.4.3 Should any inspected or tested services fail to conform to the Specifications, Moi University Pension Scheme may reject the services, and the Bidder shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

7.5 Payment

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

7.6 Prices

7.6.1 Prices charged by the vendor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the Bidder in its bid or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

7.7 Assignment

7.7.1 The Bidder shall not assign, in whole or in part, its obligations to perform under this contract, except with the Scheme prior written consent.

7.8 Termination for Default

7.8.1 Moi University Pension Scheme may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, terminate this Contract in whole or in part:

1. If the Bidder fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
2. If the Bidder fails to perform any other obligation(s) under the Contract.

3. If the Bidder, in the judgment of Moi University Pension Scheme has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
4. In the event Moi University Pension Scheme 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 Bidder shall be liable to Moi University Pension Scheme for any excess costs for such similar services.

7.9 Termination of insolvency

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

7.10 Termination for convenience

7.10.1 Moi University Pension Scheme by written notice sent to the vendor 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 Moi University Pension Scheme convenience, the extent to which performance of the vendor of the contract is terminated and the date on which such termination becomes effective.

7.10.2 For the remaining part of the contract after termination Moi University Pension Scheme may elect to cancel the services and pay to the vendor on agreed amount for partially completed services.

7.11 Resolution of disputes

7.11.1 The Scheme and the vendor 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.

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

7.12 Governing Language

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

7.13 Force Majeure

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

7.14 Applicable Laws.

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

7.15 Notices

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

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

B: SPECIAL CONTRACT CONDITIONS

7.16 SCC terms

7.16.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

7.16.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	**SPECIAL CONDITIONS OF CONTRACT**	**REQUIREMENT**
3.7.3	*Indicate particulars of performance security required*	*Bank guarantee*
3.12.1	*Indicate terms of payment*	*30 days after submission of invoice for verified milestone*
3.18.1	*Indicate resolutions of disputes*	*Mediation, Negotiation or Arbitration*

SECTION VIII: STANDARD FORMS

CONTENT

General Letter

The Pension Manager,

Moi University Pension Scheme,

Ronald Ngara Street, Tabain Plaza, 3rd Floor,

P. O. Box 2259-30100,

ELDORET, KENYA.

Dear Sir/Madam,

1. We, the undersigned, offer to supply deliver, install and commission (…………………………………………… (*insert item description*) in conformity with the said tender documents for the sum of ………………………………………………………. (*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Terms of Reference.
3. If our bid is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract , in the form prescribed by ………………. ……………….(*Procuring entity).*
4. We agree to abide by this bid for a period of …… [*number]* days from the date fixed for bid 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.
5. This bid, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _______________ day of_________________ 20____________

______________________________ ___________________________

[Signature] [In the capacity of]

Duly authorized to sign Bid for an on behalf of _______________________

FORM TP1: Technical Proposal Submission Form

[ON LETTERHEAD OF THE BIDDER]

Date:

Subject: Technical Proposal Submission Form

The Pension Manager,

Moi University Pension Scheme,

Ronald Ngara Street, Tabain Plaza, 3rd Floor,

P. O. Box 2259-30100,

ELDORET, KENYA.

Dear Sir/Madam,

We, the undersigned offer to provide the ERP in accordance with your Request for Proposal dated ……………………….. and our proposal.

We are hereby submitting our proposal, which includes Technical Proposal and a Financial Proposal sealed under separate envelope.

If negotiations are held during the period of validity of the proposal, i.e. before………………………. we undertake to negotiate on the basis of this proposal.

Our proposal is binding upon us and subject to the modifications resulting from the contract negotiations.

We understand you are not bound to accept any proposal you receive and confirm we have no objection to your making enquiries regarding this proposal from our referees.

We remain.

Yours sincerely,

[Authorized Signatory]

[Name and Title of Signatory]

[Name of Firm]

FORM TP2: Confidential Business Questionnaire Form

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.

NB. Attach Company Registration Certificate or Certificate of Incorporation, Valid Tax Compliance certificate from KRA, Valid Trade Licenses from NCC/ Municipal council, and VAT Certificate with this form.

Part 1 – General

Business Name:____
[Attach Copy of Registration Certificate/Certificate Incorporation]

Location of business premises ______________ Tel. No______________________________

Plot No________________________________Street/Road______________________________

Postal Address_________________ Fax______________________ Email_______________

Mobile No's____Website_____________

Nature of Business____

Registration Certificate No____

Current Trade License (from Local Authority) No_________ Expiring Date________________
[Attach Copy of Valid Trade License]

V.A.T No:____
[Attach Copy of V.A.T Certificate]

Tax Compliance Certificate No:________________ Expiring Date______________________
(Attach Copy of Valid Tax Compliance from K.R.A.)

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

Name of your bankers___________________Branch________________________________

Account No_________________ Swift Code______________________________________

Part 2 (a) – Sole Proprietor

Your name in full__________________________________ Age______________________

Nationality ______________________________________Country of origin_____________

Citizenship details____

Part 2 (b) –Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares in %

1.____

2.____

3. ____

Part 2 (c) –Registered Company

Private or Public____

State the nominal and issued capital of company

Nominal KES____

Issued KES____

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares in %

1. ____
2. ____
3. ____
4. ____
5. ____

Date_________________________ Seal/Signature of Candidate_____________________

Note - if a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

FORM TP3:Bidder's Organization and Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]

B - Bidder's Experience

Relevant Services carried for at least five organizations and details of work under way or contracted that best illustrate qualifications

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Firm's Name: ____

Assignment name:	Approx. value of the contract (in current Ksh.):
Country: Location within country:	Duration of assignment (months):
Name of Client: Key Contact Person and Telephone No.:	Total No. of staff-months of the assignment:
Postal Address: Physical Address:	Approx. value of the services provided by your firm under the contract (in current Ksh.):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Bidders:
Name of associated Bidders, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

[Authorized Signatory]
[Name and Title of Signatory]
[Name of Firm]
[Date]

FORM TP4:Team Composition and Task Assignments

Managerial Task		
Name	**Position Task**	**Task**
Technical Staff		
Support Staff		

FORM TP5: Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position:	
Name of Firm *[Insert name of the firm proposing the staff]:*	
Name of Staff [Insert full name]:	
Date of Birth:	
Nationality:	
Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:*	
Membership of Professional Associations:	
Other Training: *[Indicate significant training since degrees under and where obtained]:*	
Countries of Work Experience: *[List countries where staff has worked in the last ten years]*	
Languages: *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*	
Employment Record: *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:* *From: [Year] __________To [Year]:______* *Employer:__________________________* *Positions held:_______________________*	

Detailed Tasks Assigned *[List all tasks to be performed under this assignment]*	**Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** *[Among the assignments in which the staff has been involved, indicate the following Information for those assignments that best illustrate staff capability to handle the tasks listed]* *Name of assignment or project:*_____________ *Year:*__________________________________ *Location:*______________________________ *Client:* ________________________________ *Main project features:*____________________ *Positions held:*__________________________ *Activities performed:*_____________________

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

[Date:]

[Full name of authorized representative:]

FORM TP6:Activity (Work) Schedule

[1st , 2nd etc, are months from the start of assignment]

Activity	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

FORM FP1: Financial Proposal Submission Form

[ON LETTERHEAD OF THE BIDDER]

Date:

Subject: Technical Proposal Submission Form

The Pension Manager,

Moi University Pension Scheme,

Ronald Ngara Street, Tabain Plaza, 3rd Floor,

P. O. Box 2259-30100,

ELDORET, KENYA.

Dear Sir/Madam,

We, the undersigned offer to provide the ERP in accordance with your request for proposal dated ……………………… and our proposal (Technical and Financial Proposals) our Attached Financial proposal is for the sum of ………………………………………….only. This amount is exclusive of the local taxes, which we have estimated at ……………………..…..………….only.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up of expiration of the validity period of the proposal i.e……………

We understand you are not bound to accept any proposal you receive.

We remain

Yours sincerely,

[Authorized Signatory]

[Name and Title of Signatory]

[Name of Firm]

FORM FP2: Summary of Cost

SN		ITEM (A)	PRICE (B)	VAT (C)	TOTAL (D) = (B) + (C)
1	Enterprise Resource Planning (ERP) System				
2	Database Software Licenses				
3	Professional Fees for Implementation Services				
4	Training Costs				
5	Annual Licenses renewal Cost (1st one year after Commissioning)				
6	Annual Maintenance (1st one year after Commissioning)				
7	Any related hardware Cost				
8	Other Costs				
9	Total Price				

NB: The Total price in above should equal the price stated in the Financial Proposal Submission Form.

Annual Recurrent Licensing cost and maintenance cost must be stated and clearly indicated. **Annual Licensing and Maintenance cost for the 1st one year after Commissioning will form part of total tender price.

[Authorized Signatory]

[Name and Title of Signatory]

[Name of Firm]

FORM FP3:Detailed Breakdown of Cost

NB: Bidders must provide a breakdown the price for all components of their proposal, clearly showing all applicable costs applicable taxes.

SN (A)	ITEM (B)	Type Model and Version	Country of Origin	QTY (C)	UNIT PRICE (D)	SUB TOTAL (E) = (C) x(D)	VAT (F)	TOTAL (G) = (E) + (F)

FORM FP4: Performance Bond

[ON LETTERHEAD OF THE BIDDER]

To:

The Pension Manager,

Moi University Pension Scheme,

Ronald Ngara Street, Tabain Plaza, 3rd Floor,

P. O. Box 2259-30100,

ELDORET, KENYA.

WHEREAS *[name of bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. [Reference number of contract] dated ________________2018 to supply, install, implement, test, train users and commission Pension Enterprise Resource Planning (ERP) System,(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with bank guarantee of 2% of the contract amount by reputable bank, the sum specified therein being bond for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:-

THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without civil 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 until the conclusion of the first year after the date of acceptance by Moi University Pension Scheme of the installation of the ERP system.

[Signature and seal of the Guarantors]

[Address]

[Date]