



METROPOLITAN
NATIONAL SACCO LTD.
BUILDING BETTER LIVES TOGETHER

METROPOLITAN NATIONAL SACCO SOCIETY LTD

RETENDERED

REQUEST FOR PROPOSAL

FOR

**SETUP, CONFIGURATION,
CUSTOMIZATION, TESTING, AND
COMMISSIONING OF A CORE BANKING
SYSTEM AND ALTERNATIVE CHANNELS
AS A SERVICE**

TENDER NO. MNS/ICT/MIS/13/22

OCTOBER 2022

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SECTION I- INVITATION TO TENDER

TENDER NO: MNS/ICT/MIS/13/22

SETUP, CONFIGURATION, CUSTOMIZATION, TESTING, COMMISSIONING AND MAINTENANCE OF A CORE BANKING SYSTEM AND ALTERNATIVE CHANNELS AS A SERVICE

- 1.1 **The Metropolitan National SACCO** invites a sealed bid for supply, installation, configuration, customization, testing, commissioning, and maintenance of a Core Banking System and alternative channels.
- 1.2 Tenders must be accompanied by **bid security** from a **Reputable Commercial Bank only of KES 100,000 as described in Clause 2.14.1 of the tender document.**
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with the **tender reference number** and be deposited in the Tender Box at Chai House, Koinange Street, Ground Floor on or before **Friday, 11TH November 2022 10am**
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings or any other freely convertible currency and shall remain valid for **(120 days)** days from the closing date of the tender.
- 1.5 All pages of the bid document shall be paginated and initialized by the person holding the power of attorney.
- 1.6 All clarification and/or amendments will be published on the Metropolitan National SACCO website (<https://www.metrosacco.co.ke/tenders/>) and interested tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.
- 1.7 All pages of the bid document shall be paginated and initialized by the person holding the power of attorney.
- 1.8 A **pre-bid conference** shall be held on **2nd November 2022** from **10 AM to 12 AM** at Metropolitan National SACCO's Head Office boardroom for all interested bidders.
- 1.9 Tenders addressed to the detailed below will be opened immediately thereafter in the presence of the candidate or their representatives who choose to attend in the **Metropolitan National SACCO Board Room, 1st Floor Chai House, Koinange Street.**

The Chief Executive Officer
Metropolitan National SACCO Limited
Chai House, Koinange Street
Nairobi, Kenya
Email: procurement@metrosacco.co.ke

SECTION II-INSTRUCTIONS TO TENDERER

2.1 Eligible Tenderer

- 2.1.1 This Invitation for Tenders is restricted as described in the Invitation to Tender. The tenderer shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members, and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderer shall provide the qualification information statement that the tenderer (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 that have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderer shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderer
 - (i) Invitation to Tender
 - (ii) Instructions to tenderer
 - (iii) Appendix to Instructions to Tenderer
 - (iv) Evaluation Criteria
 - (v) General Conditions of Contract
 - (vi) Special Conditions of Contract
 - (vii) Schedule of requirements

- (viii) Technical Specifications
- (ix) Tender Form and Price Schedules
- (x) Tender Security Form
- (xi) Contract Form
- (xii) Performance Security Form
- (xiii) Bank Guarantee for Advance Payment Form
- (xiv) Manufacturer Authorization Form
- (xv) Confidential Business Questionnaire

2.4.2 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 tenderer risk and may result in the rejection of its tender.

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderer that have received the tender document.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderer reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in the English language, provided that 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.

2.8 Documents Comprising of Tender

2.8.1 The bid submitted by the bidders shall comprise the following format and content as a minimum: -

(i) Technical Proposal

Documents establishing the bidder's qualifications are expounded in **Section VI: Terms of Reference 5.4**

"Documents Establishing Bidder's Qualifications"

- a) Company profile
- b) Certified Audited Accounts
- c) Functional proposals
- d) Service Proposals
 - i. Description of Products, training & Service Features, including warranties
 - ii. Outline of Delivery, installation, customization, testing, training, commissioning, and maintenance plan

(ii) Financial Proposal

A summary of the financial proposal

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurance and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be **120 days** from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in **Kenya Shillings** unless otherwise specified in the **Appendix**

I – Bid Data Sheet.

2.12 Tenderer Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderer eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderer eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderer qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract; and
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for **a period of five (5) years**, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3 above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalog numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive

only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalog numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2141 The tender security shall be in the amount of **KES 100,000**. The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2142 The tender security shall be denominated in Kenya Shilling or in another freely convertible currency and shall be in the form of a **bank guarantee issued by a reputable commercial bank located in Kenya in the form provided** in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2143 Any tender not secured in accordance with paragraphs 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22.
- 2144 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible **but not later than thirty (30) days** after the expiration of the period of tender validity prescribed by the Procuring Entity.
- 2145 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2146 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2151 Tenders shall remain valid for **120 days** or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2152 In exceptional circumstances, the Procuring entity 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 2.14 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.

2.16 Format and Signing of Tender

- 2161 The **tenderer** shall prepare and submit **three (3)** hard copies of the tender (1 original and 2 copies), clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2162 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2163 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.

2.17 Sealing and Marking of Tenders

2171 The Tenderer shall seal the **TECHNICAL AND FINANCIAL PROPOSAL** in **separate envelopes**, duly marked as "ORIGINAL" and "COPY of TECHNICAL OR FINANCIAL PROPOSAL." The envelopes shall then be sealed in an outer envelope.

2172 The inner and outer envelopes shall be addressed to the Procuring entity at the address given in the Invitation to Tender.

2173 The technical proposal envelope shall bear the tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," Tuesday, **11th November 2022 10 am.**

2174 The financial proposal envelope shall bear the tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN WITH TECHNICAL PROPOSAL".

2175 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".

2176 If the outer envelope is not sealed and marked as required by paragraph 2.17.1, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.1 no later than **11th November 2022, 10am.** The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring Entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 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 tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.2 No tender may be modified after the deadline for submission of tenders.

2.19.3 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 2.14.7

- 2.19.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.5 The procuring entity shall give prompt notice of the termination to the tenderer and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date stated.
- 2.20.2 After the deadline for submission of proposals, the Technical proposal shall be opened immediately by the Tender Opening Committee. The Financial Proposal shall remain sealed until the completion of the evaluation of the Technical Proposals.
- 2.20.3 The tenderer's names, tender modifications or withdrawals, or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.4 The Procuring entity will prepare minutes of the tender opening.
- 2.20.5 Evaluators of Technical Proposals shall have no access to the financial proposals until the technical evaluation is concluded.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation, and comparison of tenders the Procuring entity 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 of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantifying, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

- 2.22.2 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity 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. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence. If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not

subsequently be made responsive by the tenderer by correcting the nonconformity

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya

2.24 Evaluation and Comparison of Tenders

2.24.1 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.2 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.

2.24.3 Subject to paragraph 2.22 the Procuring entity will award the contract to the most technically and economically advantageous offer.

2.25 Contacting the Procuring entity

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

2.26.1 Post-qualification. The Metropolitan National SACCO will determine to its satisfaction whether the tenderer has qualified to perform the contract satisfactorily.

2.26.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer qualifications submitted by the tenderer, as well as such other information as The Metropolitan National SACCO deems necessary and appropriate.

2.26.3 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.

The Metropolitan National SACCO 's Right to Vary quantities

2.26.4 The Metropolitan National SACCO reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

The Metropolitan National SACCO 's Right to Accept or Reject Any or All Tenders

2.26.5 The Metropolitan National SACCO reserves the right to accept or reject the 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 tenderer or any obligation to inform the affected tenderer or tenderer of the grounds for The Metropolitan National SACCO 's action.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, Metropolitan National SACCO will notify the tenderer in writing whether its tender has been accepted.

2.27.2 The notification of award will constitute the formation of the Contract.

2.28 Signing of Contract

2.28.1 At the same time as Metropolitan National SACCO notifies the tenderer that its tender has been accepted, Metropolitan National SACCO will send the tenderer the Contract provided, incorporating all agreements between the parties. Within thirty (30) days of receipt of the Contract, the successful tenderer shall sign and date the contract and return it to Metropolitan National SACCO .

2.29 Confidentiality

2.29.1 Information relating to the evaluation of the proposal and recommendations concerning award shall not be disclosed to the tenderer or to other persons not officially concerned with the process until the tenderer has been notified that it has been awarded the contract.

2.30 Corrupt or Fraudulent Practices

2.30.1 The procuring entity requires that tenderer 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.

2.30.2 The Metropolitan National SACCO will reject the proposal for award if it determines that the tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.

SECTION III – APPENDIX TO INSTRUCTIONS TO TENDERS

The Appendix to Instructions to Tenderer is intended to provide specific information in relation to the corresponding clause in the Instructions to Tenderer

A. General	
ITT 2.1	The Procuring Entity is: The Metropolitan National SACCO
ITT 2.1	Open Tender
ITT 2.1	The name of the BID is: SETUP, CONFIGURATION, CUSTOMIZATION, TESTING, COMMISSIONING, AND MAINTENANCE OF A CORE BANKING SYSTEM AND ALTERNATIVE CHANNELS AS A SERVICE The identification number of the BID is: MNS/ICT/MIS/13/22
ITT 2.1.3	In the case of a Joint Venture, all parties to the Joint Venture shall be individually and jointly liable.
ITT 2.12	Restrictions to eligibility criteria are as follows: N/A
B. Contents of Bidding Document	
ITT 2.21	<u>Clarification will be sought by email using the address below.</u> Email: procurement@metrosacco.co.ke <u>The deadline for submission of clarification via email is 3rd November 2022</u>
ITT 2.16.2	In addition to the one (1) original bid , the number of bid documents is: <u>Three (one original and two copies)</u> <u>Three (one original and two copies) to be submitted as hard copies and the CBS and Alternative Channels System Requirements Specifications on email (procurement@metrosacco.co.ke) clearly labelled with the company name</u>
ITT 2.16.2	The written authorization to sign on behalf of the Bidder MUST have a power of attorney.
C. Evaluation and Comparison of Bids	
ITT 2.23.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Kenya Shillings The source of exchange rate shall be: <u>Central Bank of Kenya</u> The date for the exchange rate shall be: Previous working day from <u>Date of Opening</u>
ITT 2.24	The evaluation criteria shall be as per Section IV – Evaluation Criteria

SECTION IV – EVALUATION CRITERIA

This section contains all the factors, methods and criteria that the Procuring Entity shall use to evaluate a bid and determine whether a bidder has the required qualification. No other factor, method or criteria shall be used.

Tenders received will be evaluated in three stages as detailed below:

1. **Stage 1:** Compliance with Preliminary Requirements
2. **Stage 2:** The Technical Evaluation (Capacity to Deliver the Service) and Technical Specifications Evaluation (Conformity of Technical requirements in conformity to section , Software Demonstration and Site Visits
3. **Stage 3:** The Financial Evaluation (quoted prices)

Stage 1: Preliminary Requirements

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

No.	Requirements	Pass/Fail
	(All copies attached must be certified by a Commissioner of Oaths as true copies of the original)	
1.	Duly filled, signed, and stamped Form of Tender (Form Tech I)	
2.	Duly filled, signed, and stamped Technical Submission Form (Form Tech II)	
3.	The bid security from a Kenyan commercial bank only should remain valid for thirty (30) days beyond the tender validity period.	
4.	Detailed project plan indicating allocation of technical staff and time for the deployment of the solution.	
5.	Power of Attorney authorizing the signatory of the Bid to commit the Bidder(s)/(Joint Venture if applicable)	
6.	Dully-filled up Confidential Business Questionnaire, stamped and signed form of tender in the format provided and signed by the authorized person(all Joint Venture partners if applicable).	
7.	A certified list of current directors, not older than 3 months from the date on the tender advertisement (all Joint Venture partners if applicable).	
8.	Provide evidence of incorporation in Kenya. Foreign bidders MUST provide evidence of a Kenyan subsidiary (provide a certificate of incorporation and CR12 not older than 3 months)	
9.	Certified true copies of audited financial statements for the Parent company or Kenyan subsidiary company for the last	

No.	Requirements	Pass/Fail
	<p>*(All copies attached must be certified by a Commissioner of Oaths as true copies of the original)*</p>	
10.	<p>three accounting years (2019, 2020, 2021) (all Joint Venture partners if applicable)..</p> <p>Registered Joint Venture agreement by all partners if the bid is a consortium</p>	
11.	<p>Proposed Service Level Agreement (SLA) for Core Banking System and Alternative Channels</p>	
12.	<p>Provide evidence of Security Standards Certification either ISO/IEC 27001 or PCI DSS for both the proposed Core Banking System and Alternative Channels vendor(s)</p>	
13.	<p>Provide datasheet for proposed Core Banking System and Alternative Channel solution(s)</p> <p>Submission of an ERP solution as a Core Banking System is not acceptable and will lead to disqualification.</p>	
14.	<p>The Core Banking System and Alternative Channels MUST be hosted in Kenya (provide written commitment)</p> <p>The hosting environment MUST meet ALL the CBS and Alternative Channels System Requirements Specifications – Additional Requirements</p>	
15.	<p>All clarifications and addenda issued under this RFP MUST be included as appendices duly signed by the authorized Power of Attorney of the bidder(s)</p>	

Bid evaluation shall be on the basis of a pass/fail system and if the bid fails in any of the general pre-qualification (mandatory requirements) will not proceed to the Technical Evaluation stage.

Stage 2: The Technical Evaluation (Capacity to Deliver the Service) and Technical Specifications Evaluation (Conformity of Technical requirements in conformity to section, Software Demonstration, and Site Visits)

In addition to meeting the technical specifications in **section VI**, the following detailed aspects of the technical requirements and competency of the firm will be evaluated as per the following criteria.

a) Software

No.	Evaluation Attribute	Weighting Score	Score
I	<p>Technical Specifications (Functional Proposal). The solution will be evaluated on meeting the detailed technical requirements.</p> <p>Marking: Mandatory FS=2, PS=1, CR=1/2, NS=0</p> <p>Marking: Optional FS=1, PS=1/2, CR=1/2, NS=0</p> <p>(FS-fully Supported, PS=partially supported, CR-Customization Required, NS =Not supported)</p>	<p>Minimum score = 30 marks.</p> <p>Consideration based on clarity</p>	40
<p>Any bids that do not meet the minimum 30 marks out of a maximum of 40 marks will not proceed further to the Technical Evaluation (Capacity to Deliver the Service) step</p>			
II	<p>Technical Evaluation(Capacity to Deliver the Service)</p> <p>General Experience:</p>		
<p>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.</p>		<p>2 mark for each year</p> <p>of experience up to a maximum of 3 years</p>	6
<p>Previous handling of at least 3 Core Banking System projects for Deposit-Taking SACCOs/Credit Unions/Micro Finance/Banks similar in scope and complexity in the last 5 years. Acceptable references from Developing Countries/ Low and Middle-income countries(LMIC) only. Provide relevant Documentary proof ONLY LPO/Contract/Reference Letters will be considered.</p> <p>If a bidder does not demonstrate experience in any of the areas outlined above their bid will be disqualified.</p> <p><i>*Metropolitan National SACCO reserves the right</i></p>		<p>3 marks each up to a maximum of 3 projects</p>	9

	<i>to seek additional supporting documents for the above projects</i>		
	<p>Previous handling of at least 3 Alternative Channels projects for Deposit-Taking SACCOs/Credit Unions similar in scope and complexity in the last 5 years Acceptable references from Developing Countries/ Low and Middle-income countries(LMIC) only. Provide relevant Documentary proof ONLY LPO/Contract/Reference Letters will be considered.</p> <p>If a bidder does not demonstrate experience in any of the areas outlined their bid will be disqualified.</p> <p><i>*Metropolitan National SACCO reserves the right to seek additional supporting documents for the above projects</i></p>	3 marks each up to a maximum of 3 projects	9
Key Staff Qualification and Experience			
	Project Management/Team Leader must have valid project management certification either PMP or PRINCEII	Project/Manager/Team Leader CV without project management certification will lead to disqualification	4
	At least two functional Consultants for the Core Banking System	2 marks each for a functional consultant	2
	At least four implementation consultants for the Core Banking System	1 mark each for an implementation consultant	4
	Detailed Approach Methodology & Work plan	Clear and Concise covering all stage of implementation	6
iii	<p>Software Demonstration</p> <p>Product Demonstration will be followed by site visit to the clients indicated in the reference. Bidder may be requested to make a presentation of their proposal for clarification and the existence of selected features to be determined by The Metropolitan National SACCO .</p>	Demonstration of selected features and functionality during product demo.	20

Bidders must attain the pass mark of 70 out of 100 to proceed to the Financial evaluation.

The Metropolitan National SACCO may disqualify the bidder based on the outcome of the Site Visits in the event that the bidder is found not to have delivered according to requirements and on time.

Bidder **MUST score 70 Marks** to be considered for Financials (Mandatory)

The technical scores will be rebased using the following formula to derive a combined technical score.

$$CS = \frac{DES+SDS}{MDES+MSDS} \times 80$$

]

Where:

DES Desk Evaluation Score

SDS Software Demonstration Score

MDES Maximum Desk Evaluation Score

MSDS Maximum Software Demonstration Score

Stage 3: The Financial Evaluation (20%)

- a) Bidders whose technical proposals will have met technical evaluation criterion described above **SHALL qualify for financial evaluation**. 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.
- b) The Financial Proposals shall be opened publicly in the presence of only the Technically Responsive bidder's representatives who choose to attend. The name of the bidding firm, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Metropolitan National SACCO shall prepare minutes of the public opening.
- c) The evaluation committee shall confirm that the Financial Proposal has a Financial Proposal Submission Form that is duly filled, signed and stamped. **A bidder that has qualified for financial evaluation with a Financial Proposal that does not have a dully filled, signed and stamped Financial Proposal Submission Form SHALL be disqualified.**
- d) 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. The cost of any unpriced items 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.
- e) The financial proposal will be awarded 20 points. The lowest price will automatically be awarded 20 points. All other proposals will be awarded proportionate points as per the following formula:

$$FS = \frac{\textit{LowestCost}}{\textit{Proposal Cost}} \times 20$$

Where:

FS = Financial Score of the proposal under consideration
Proposal Cost = Price of the Proposal under consideration
Lowest Cost = Lowest Financial proposal among the qualifying proposals
20 = Maximum Score for the technical proposal

f) Overall Ranking

The overall ranking will be computed as follows:

Points scored on technical score) + (Points scored on financial proposal)

To be awarded, the bidder must meet the threshold overall score (combined technical and financial score).

SECTION V: GENERAL CONDITIONS OF CONTRACT

3.1 **Definitions**

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

- a) "The contract" means the agreement entered into between The Metropolitan National SACCO 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 vendor including materials and incidentals which the tenderer is required to provide to The Metropolitan National SACCO under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The vendor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 **Application**

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

3.3 **Standards**

The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements. Patent Right'

The tenderer shall indemnify The Metropolitan National SACCO against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the services under the contract or any part thereof.

3.4 **Performance Security**

- 3.4.1 Within fourteen (14) days of receipt of the notification of contract award, the tenderer shall furnish to The Metropolitan National SACCO the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.4.2 The proceeds of the performance security shall be payable to The Metropolitan National SACCO as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.4.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to The Metropolitan National SACCO and shall be in the form of:

- a) Cash.
- b) A bank guarantee.

3.4.4 The performance security will be discharged by The Metropolitan National SACCO and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.5 Inspections and Tests

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

3.5.2 The inspections and tests may be conducted on the premises of the tenderer or its sub-vendor(s). If conducted on the premises of the tenderer 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.

3.5.3 Should any inspected or tested services fail to conform to the Section VIII - Technical Specifications, The Metropolitan National SACCO may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.5.4 Nothing in paragraph 3.6 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.6 Payment

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

3.7 Prices

3.7.1 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 tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.8 Assignment

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

3.9 Termination for Default

The Metropolitan National SACCO may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part: -

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of The Metropolitan National SACCO has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) In the event The Metropolitan National SACCO terminates the Contract in whole or

in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to The Metropolitan National SACCO for any excess costs for such similar services.

3.10 Termination of insolvency

The Metropolitan National SACCO 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.

3.11 Termination for convenience

The Metropolitan National SACCO 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 The Metropolitan National SACCO convenience, the extent to which performance of the vendor of the contract is terminated and the date on which such termination becomes effective. For the remaining part of the contract after termination The Metropolitan National SACCO may elect to cancel the services and pay to the vendor on agreed amount for partially completed services.

3.12 Resolution of disputes

3.12.1 The Metropolitan National SACCO 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.

3.12.2 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.

3.13 Governing Language

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

3.14 Force Majeure

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.

3.15 Applicable Law

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

3.16 Notices

3.16.1 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

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

SECTION VI: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.4	The amount of the Performance Security shall be: ten per cent (10%) <u>of the total value of the contract</u>
3.4.3	The Performance security shall be in form of a bank guarantee ONLY from a reputable commercial bank located in Kenya.
3.12.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: To be negotiated according to agreed Software as a Service/Infrastructure as a Service Model.
3.12.2	Any dispute, controversy or claim arising out of or relating to this contract, including its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by mandatory arbitration under the rules of the Chartered Institute of Arbitrators, Kenya by a sole arbitrator appointed in accordance with the said rules. The place of arbitration shall be Nairobi, Kenya. The language of the arbitration shall be English.
3.15	The governing law shall be the law of: Kenya.

SECTION VII: TECHNICAL SPECIFICATIONS

- Bidders **MUST** specify the requirement they are offering in each particular Item/Specification. Writing 'Complied' or simply ticking (√) will not be accepted.

< Refer to the System Requirements Specifications (SRS) document provided separately with the RFP. Submit the duly filled SRS with your bid via email >

1.1 Schedule of Works

- 1.1.1 The bidder will be required to list all software and related hardware infrastructure requirements for the proper functioning of the Core Banking System.
- 1.1.2 It is expected that the consortium will also perform the implementation of the OS, databases, middleware, and application with the necessary patches, upgrades required for smooth implementation of the Core Banking System. All necessary software licenses will be part of the solution.

1.2 Description of the Information Technologies, Materials, Other Goods, and Services

- 1.2.1 The Bidder must provide detailed descriptions of the essential technical, performance, or other relevant characteristics of all key Information Technologies, Materials, other Goods, and Services offered in the bid (e.g., version, release, and model numbers). Without providing sufficient clear detail, Bidders run the risk of their bids being declared non-responsive.

1.3 Item-by-Item Commentary on the Technical Requirements

- 1.3.1 The Bidder must provide an item-by-item commentary on the Metropolitan National SACCO SRS, demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Requirements, see ITT Clause 2.13.3 (c) or ITT Clause 2.13.4.
- 1.3.2 In demonstrating the responsiveness of its bid, the Bidder is strongly urged to use the SRS provided in Section VI of the Technical Requirements. Failure to do so, increases significantly the risk that the Bidder's Technical Bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross references to the relevant pages in the Bidder's Technical Bid.

1.4 Preliminary Project Plan

- 1.4.1 The Bidder must prepare a Preliminary Project Plan describing, among other things, the methods and human and material resources that the Bidder proposes to employ in the design, management, coordination, and execution of all its responsibilities, if awarded the Contract, as well as the estimated duration and completion date for each major activity. The Preliminary Project Plan should also state the Bidder's assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Bidder's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.
- 1.4.2 In addition to the topics and points of emphasis, the Preliminary Project Plan MUST address an implementation approach to the project. The bidder must also outline likely project risks and mitigation measures to these risks and what steps will be taken in case there is a failure. In addition, the bidder should indicate how progress will be tracked and reported.
- 1.4.3 The initial project plan may be submitted in a suitable format to conform to the requirements of see Instructions to Bidders (ITT) Clause 16.2(c). The preferred format however is the Microsoft Project or a close equivalent.

1.5 Confirmation of Responsibility for Integration and interoperability of Information Technologies

- 1.5.1 The Bidder must submit a written confirmation that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Bidding Documents.

1.6 System Requirements Specifications

- 1.6.1 Refer to Section VII which has the full Systems Requirements Specifications as part of the RFP.

ATTACHMENTS

SECTION VIII: TERMS OF REFERENCE

1.1 Introduction – About Metropolitan National SACCO

Metropolitan National Sacco Society Limited is a Deposit Taking Sacco licensed and regulated by the Sacco Societies Regulatory Authority (SASRA). The SACCOs core business is empowering their members financially through the provision of unique, progressive and innovative services. The Sacco has over **one hundred thousand members** from the entire country drawn from Teachers Service Commission (TSC), Government Ministries, Parastatals, Kenya Defense Forces (KDF), National Police Service, Public and Private Universities, Colleges, Academies and the private sector among others. Metropolitan National Sacco is ranked the 6th largest SACCO in asset base nationally as per the SASRA report of year 2020, with an asset base of Kshs 16.7 billion.

1.2 Project Objectives

Metropolitan National SACCO's strategy to leverage technology in running its operations efficiently and effectively makes services easily accessible to members and improves their member experience. To this end, the SACCO seeks to implement a Core Banking System (CBS) and Alternative Channels as a Service.

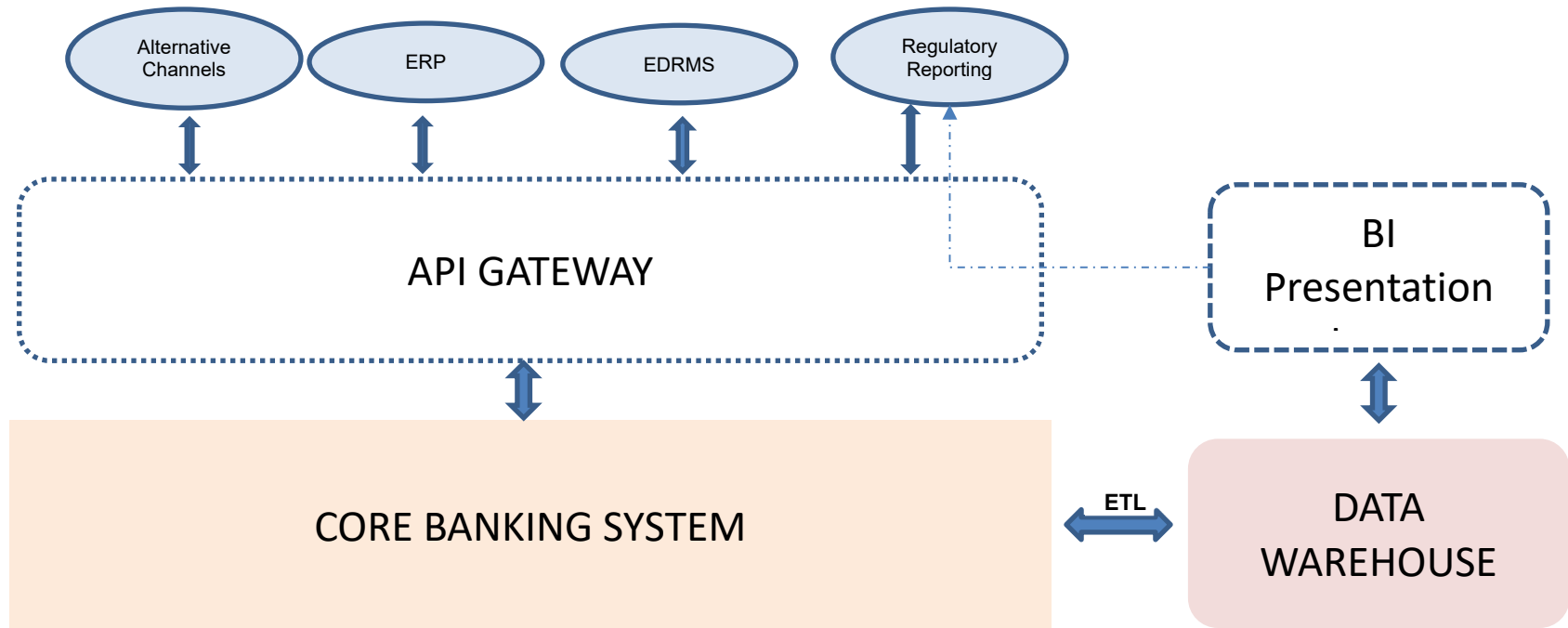
1.3 Scope

The project's key tasks will entail:

- I. Setup, configuration, customization, testing, and commissioning of a Core Banking System as a Service to meet the System Requirements Specification:
- II. Setup, configuration, customization, testing, and commissioning of Alternative Channels as a Service outlined in the System Requirements Specification:
- III. Integration of the Core Banking System to the Alternative Channels.
- IV. Professional Services:
 - a. Business Requirements Documentation – understand Metropolitan National SACCO 's current processes (AS-IS processes) and determine the business requirements that meet the documented System Requirements Specifications (SRS), identify and document areas to customize/configure in the CBS and Alternative Channels.
 - b. Customization and Configuration of the CBS and Alternative Channels to meet the business requirements.
 - c. Setup the CBS and Alternative Channels as a Service.
 - d. Assist in the cleanup of existing member data (share capital, accounts - FOSA, BOSA and Fixed Deposits, loan book)
 - e. Data Migration from the current SACCO Core System.
 - f. Training – user training for Metropolitan National SACCO to adequately use the system and provide 1st level of support. The training should be for all users. Certification level training is required for Technical training for ICT staff and departmental champions to be able to offer 1st level of support.

1.4 Envisaged Architecture

The diagram below is the envisaged Metropolitan National SACCO system architecture. The CBS will be the integral system for the SACCO operations. Metropolitan National SACCO plans to integrate the CBS to the Alternative Channels. None of the other system shall be connected directly to the Core Banking System .



1.5 Technical Proposal Response Format

To facilitate the analysis of responses to this tender, the Bidder is required to prepare its proposal in accordance with the instructions outlined in this section. Bidders must respond in full to all bid document sections and follow the format provided (section numbering, etc.) in their response. **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:

1.5.1 Standard Forms

Duly fill and sign the Form of Tender and the Tender Submission forms in the format provided.

1.5.2 Executive Summary

This part of the response to the tender should be limited to a brief narrative and not to exceed three (3) pages describing the company/organization, CBS experience, and the proposed solution in line with the envisaged architecture in section 1.4 above. 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. Include the Confidential Business Questionnaire form duly filled.

1.5.3 Firms Experience

Bidders must provide the firm's experience in providing services of a similar nature for at least three (3) Core Banking System implementation for Deposit-Taking SACCOs/Credit Unions preferably in developing countries on projects of similar size, organization, and details of work underway or contracted. Attach the names, addresses, and contact details of these organizations. Use the format provided in section Form Tech IV -B

1.5.4 Proposed Solution and Implementation Plan

The Bidder is to provide an implementation plan in a narrative format supported by an activity-level project plan as per the format in Form Tech VII that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

1.5.4.1 General Implementation Approach

Provide a general overview of the implementation approach you plan to use for the implementation of the different functional areas.

1.5.4.2 Proposed Solution and other Requirements

Bidder is required to describe in detail the **proposed CBS and Alternative Channels solution including the modules and third party tools, and the implementation option a Service (not more than 15 pages)**. The solutions should include minimum hardware requirements, requirements for the outlined setup options, and other licenses required to make it a holistic solution.

1.5.4.3 System Requirements Specifications (SRS)

Duly fill the attached SRS indicating the module of the CBS that meets the requirements.

1.5.4.4 Training and Knowledge Transfer Approach

As part of the implementation, the Metropolitan National SACCO shall require the solution provider to provide training as specified below;

- i) **End User Training:** All (60) 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 Metropolitan National SACCO process owner team lead supporting the process area in the new software system. Technical Implementation training will include training for Metropolitan National SACCO s IT staff on the technologies required to support the new modules.
- ii) **Technical Training** of Metropolitan National SACCO ICT staff (at least 2 staff members) to provide 1st level of support.
- iii) **Champions Training:** The Vendor will incorporate a training approach to build the in-depth capacity of selected Metropolitan National SACCO champions from ICT and Operations for each CBS module. The vendor should provide a capacity-building plan that includes onsite and offsite training at the vendor's headquarters to enable achieve the objective. The envisaged capacity building should result in the selected Metropolitan National SACCO staff being certified experts on the various CBS modules in order to become champions of the system within the organization.

The Bidder should provide an overall description of available training modules to meet the above objectives, including the general time frames in which the types of training will be conducted. The Bidder should describe their process for ensuring that a transfer of knowledge occurs back to the Metropolitan National SACCO staff such that the staff is capable of supporting and maintaining the application in the most proficient manner once the implementation engagement is complete.

1.6 System Documentation, manuals, and Testing

The bidder shall be required to provide user manuals (technical and End-user) to the Metropolitan National SACCO as part of the initial training and ongoing 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 Metropolitan National SACCO related to such testing:

- i) System testing
- ii) Integration testing (in relation to the CBS and Alternative Channels)
- iii) Stress/performance testing
- iv) User acceptance testing (UAT)

1.7 On-going Support Services

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

- i) Post-go live support that is included in the proposal response
- ii) Offsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
- iii) Telephone support, Help
- iv) Desk services (If there is a service level agreement for your help desk, please provide a copy with your response to the tender)
- v) Toll-free support line
- vi) Online knowledge base (i.e. – how it accesses, who updates it, etc.)

1.8 Software Key Personnel, Experience and Qualifications

The bidder shall be required propose suitable personnel plan capable of delivering the project within a maximum period of one (1) year. Provide the details of the proposed team using Form Tech V and CV in format provided in Form Tech VI.

SECTION IX: STANDARD FORMS

FORM TECH I - FORM OF TENDER

The Chief Executive Officer
Metropolitan National SACCO Limited
Chai House, Koinange Street
Nairobi, Kenya

Email: procurement@metrosacco.co.ke

Dear Sir

We, the undersigned, offer to supply, deliver, install, configure, customize, test, and commission in conformity with the said tender documents for the sum of **refer to Form Fin I - Financial Proposal Submission Form** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum of **10%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by The Metropolitan National SACCO (Procuring *entity*).

We agree to a bid by this Tender for a period of [*number*] days from the date fixed for tender opening of the Instructions to tenderer , and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

This Tender, 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.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of

FORM TECH II - TECHNICAL PROPOSAL SUBMISSION FORM

[ON LETTERHEAD OF THE BIDDER] Date:

Subject: Technical Proposal Submission Form

The Chief Executive Officer
Metropolitan National SACCO Limited
Chai House, Koinange Street
Nairobi, Kenya

Email: procurement@metrosacco.co.ke

Dear Sir,

We, the undersigned offer to provide the supply, deliver, install , configure, customize, test and commission in accordance with your tender dated and our bid submission.

We are hereby submitting our proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelope.
If negotiations are held during th period of validity of the proposal, i.e. beforewe 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 TECH III - 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 relevant Tax Authority , Valid Trade Licenses, 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:

E-Mail:..... Website:

Mobile No.

Nature of Business:.....

Registration Certificate No.

Current Trade License No:.....

[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 Proprietors

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.

- 1.
- 2.
- 3.
- 4.
- 5.

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 %

Date _____ Seal/Signature

Name _____

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

FORM TECH IV - 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 three DT-SACCOs preferably in Kenya 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 either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:		Clients contact person for the assignment.	
Address:			
Start Date (Month/Year):	Date	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:			
Narrative Description of project:			
Description of Actual Services Provided by Your Staff:			

FORM TECH V - TEAM COMPOSITION AND TASK ASSIGNMENTS

Name

Position Task

Task

Managerial Staff

1.

2.

3.

4.

Technical Staff

1.

2.

3.

4.

5.

Support Staff

1.

2.

3.

4.

5.

6.

7.

8.

FORM TECH VI - 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 undertaken after degrees 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:.....

Position Held:.....

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:

Detailed Tasks Assigned [List all tasks to be performed under this assignment]

Location: Client:

Main Project features: Position 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 TECH VII A -ACTIVITY (WORK) SCHEDULE

< Bidder is required to add or amend items as may be required based on their proposed implementation approach >

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

Activity	1st	2nd	3rd	4th	5th	6th	28th	8th	9th	10th	11th	12th

FORM TECH VII (B) – IMPLEMENTATION SCHEDULE TABLE

< Bidder is required to add or amend items as may be required based on their proposed implementation approach >

Line Item No.	Subsystem / Item	Configuration Table No.	Site / Site Code	Delivery (Bidder to specify in the preliminary Project Plan)	Installation (Weeks from Effectiveness)	Acceptance (Weeks from Effectiveness)	Liquidated Damages Milestone

Notes:

Refer to the System Inventory Table(s) below for the specific items and components that constitute the Subsystems or item A

Table 2 - System Inventory Table

Component No.	Component	Relevant Technical Specifications No.			...	...	...
1.	Software Licenses and Implementation				Y4	...	...
2.	Data Migration						
3.	Software Maintenance (Post Warranty Period)						
4.	In house Support		Y1	Y2	...	...	...

Table 3 Post-Warranty Service Period Quantities/Requirements

Component No.	Component	Relevant Technical Specifications No.			....	...	...
1.	Software Maintenance (Warranty Period)				Y4	...	...
2.	Software Maintenance (Post Warranty Period)						
3.	In house Support		Y1	Y2	...	...	...

Note: - - indicates not applicable. “ Indicates repetition of table entry above.

FORM FIN I - FINANCIAL PROPOSAL SUBMISSION FORM

[ON LETTERHEAD OF THE BIDDER]

Date:

Subject: Financial Proposal Submission Form

The Chief Executive Officer
Metropolitan National SACCO Limited
Chai House, Koinange Street
Nairobi, Kenya

Email: procurement@metrosacco.co.ke

Dear Sir/Madam,

We, the undersigned offer to provide the **X** 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 to 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 FIN II - PRICE SCHEDULE

< Bidder is required to add or amend items as may be required based on their proposed solution >

Initial Setup/Software as a Service

S/NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE ALL TAXES INCLUSIVE (KES)	TOTAL PRICES ALL TAXES INCLUSIVE (Ksh)
1.	Setup Costs (Core Banking System and Alternative Channels) with unlimited licenses.	No upfront payment (costs will be recouped through the monthly usage fees)			
1.1	Software Configuration/Customization				
1.2	Data migration				
1.3	Training of Technical & end Users				
2.	Facilitate cleanup of existing SACCO system loans data and account balances				
3.	Core Banking Usage Fees (Monthly)				
4.	Transaction Fees/Revenue Share for Alternative Channels Use				
	TOTALS				

Bidders will not be paid any setup fees.

PERFORMANCE SECURITY

To:

The Chief Executive Officer
Metropolitan National SACCO Limited
Chai House, Koinange Street
Nairobi, Kenya

Email: procurement@metrosacco.co.ke

WHEREAS *[name of bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance to contract No.....[Reference number of contract] dated to supply, install, configure, customize, implement, test, train users, and commission an X, (hereinafter called "the Contract") **AND WHEREAS** it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank guarantee of 10% of the contract amount by reputable bank, the sum specified therein being security 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 Metropolitan National SACCO of the installation of the a Core Banking System.

[Authorized

Signatory]

[Signature and seal of the Guarantors]

[Address]

[Date]