



**CHUNA DT SACCO LTD**

*"The University Sacco"*

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**COMPREHENSIVE SYSTEM AUDIT AUDIT**

**TENDER NO. CHUN/RVQ02/09/2023**

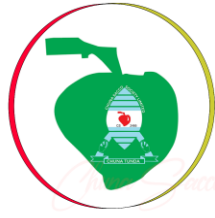
<b>TENDER CLOSING DATE –14<sup>th</sup> SEPTEMBER, 2023</b>
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**ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT  
IN ITS ENTIRETY BEFORE MAKING ANY BID**

CHUNA CO-OPERATIVE SAVINGS AND CREDIT SOCIETY LTD  
UNIVERSITY OF NAIROBI  
SCHOOL OF ENGINEERING  
P.O. BOX 30197-00100,  
NAIROBI,  
KENYA.

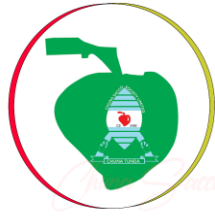
E-Mail: [procurement@chunasacco.co.ke](mailto:procurement@chunasacco.co.ke)

Website: [www.chunasacco.co.ke](http://www.chunasacco.co.ke)

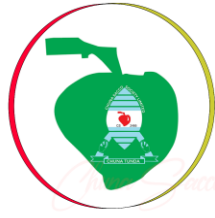


## Contents

GUIDELINES ON PREPARATION OF BID DOCUMENT .....	4
<b>SECTION I: LETTER OF INVITATION .....</b>	<b>7</b>
<b>SECTION II INFORMATION TO CONSULTANTS (ITC) .....</b>	<b>8</b>
<b>2.1</b> Introduction .....	8
<b>2.2 Clarification and Amendment of RFP Documents.....</b>	10
<b>2.3</b> Preparation of Technical Proposal .....	12
<b>2.4</b> Preparation of Financial Proposal .....	13
<b>2.5</b> Submission, Receipt, and Opening of Proposals.....	13
<b>2.6</b> Proposal Evaluation General .....	14
<b>2.7</b> Evaluation of Technical Proposal .....	14
<b>2.8</b> Public Opening and Evaluation of Financial Proposal.....	15
<b>2.9</b> Negotiations .....	15
<b>2.10</b> Award of Contract .....	16
<b>2.11</b> Confidentiality .....	16
<b>2.12</b> Corrupt or fraudulent practices.....	16
<b>2.13</b> Tender security .....	17
<b>2.14</b> Performance security .....	17
<b>Appendix to Information to Consultants (ITC).....</b>	19
EVALUATION CRITERIA TO BE USED TO EVALUATE THE PROPOSALS .....	20
<b>SECTION III: TERMS OF REFERENCE .....</b>	<b>25</b>
1.0 INTRODUCTION.....	25
1.1 IT Governance Review .....	25
1.2 Vulnerability Assessment and Penetration Testing .....	25
1.3 Network Architecture and Device Configurations Review.....	26
1.4 General IT Controls Review.....	26
1.5 Application controls review .....	26
1.6 Database Security Review.....	27
1.7 Source Code Review.....	27
<b>SECTION IV: - TECHNICAL PROPOSAL.....</b>	<b>28</b>
1. TECHNICAL PROPOSAL SUBMISSION FORM.....	28
2. FIRM'S REFERENCES.....	29
3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY CHUNA SACCO SOCIETY.	



4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT .....	32
5. TEAM COMPOSITION AND TASK ASSIGNMENTS .....	33
6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF .....	35
7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL .....	37
8. ACTIVITY (WORK) SCHEDULE .....	38
<b>SECTION V: - FINANCIAL PROPOSAL .....</b>	<b>39</b>
<b>SECTION VI: -FINANCIAL PROPOSAL STANDARD FORMS .....</b>	<b>41</b>
1. FINANCIAL PROPOSAL SUBMISSION FORM .....	41
2. SUMMARY OF COSTS .....	42
3. BREAKDOWN OF PRICE PER ACTIVITY .....	43
4. BREAKDOWN OF REMUNERATION PER ACTIVITY .....	44
5. REIMBURSABLE PER ACTIVITY .....	45
6. MISCELLANEOUS EXPENSES .....	47
ANNEX A: MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE .....	49
ANNEX B: DECLARATION FORM .....	51
ANNEX C: FORMAT OF TENDER SECURITY FORM .....	53
ANNEX D: PERFORMANCE BANK GUARANTEE [UNCONDITIONAL] .....	54
ANNEX E: LETTER OF NOTIFICATION OF AWARD .....	56



## GUIDELINES ON PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the Request for Proposal, bidders are advised to note the following:

1. **Section I – Letter of Invitation.** This section gives guidelines on how and where to seek further clarification pertaining to the Request for Proposal document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.

**Section II – Information to Consultants.** This section guides consultants basically on how to prepare their proposal and how the tendering process will be carried out up to the award stage including notification of award to the successful consultant. "Appendix to **Information to Consultants (ITC)**" customizes clauses under Section II. Wherever there is a conflict between the provisions of the Information to Consultants and the provisions of the appendix, the provisions of the appendix prevail.

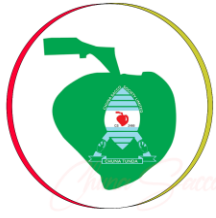
2. **Evaluation Criteria:** This gives information on how the proposals will be evaluated. Consultants should be able to evaluate their bids even before submission to determine in advance whether they meet the requirement of the Request for Proposal or not. Reading through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

### Checklist of Document Required to Form the Bid Document:

No.	Documents forming part of the bid	Remarks
1.	The main sections of the tender document that includes: Section I – Letter of Invitation; and Section II – Information to Consultants;	These sections remains as they are in the tender document and should form part of the proposal
2.	Copy of Certificate of Incorporation or Business Registration, Certificate as per the tender requirements.	
3.	Copy of tax compliance certificate valid at least up to the date of tender opening from the applicable Revenue Authority (Expired tax compliance certificates will not be accepted)	
4.	Original tender Security of Kshs. 100,000.00 (One hundred thousands) in form of unconditional bank guarantee from a reputable bank registered in Kenya and regulated by the Central Bank valid for 120 days from the date of tender opening.	

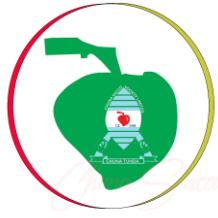


5	Certified copies of two years audited accounts (2018 & 2019).	
6	Dully filled, signed and stamped. Technical proposal submission form in the format provided in the Request for proposal document (Technical Proposal to be sealed in a different envelope).	
7	A sealed financial proposal envelope, clearly labelled "financial proposal"	
8	Dully filled, signed and stamped declaration form in the form provided in the tender document	
9	Dully filled, signed and stamped Confidential Business Questionnaire in the form or format provided in the tender document (Indicate all the directors and respective shares	
10	Pagination/serialization of ALL pages of the submitted proposal document; i.e. paginate/serialize every page in the whole document in a sequential manner, from the beginning of the document to the end. This includes ALL the attachments submitted by the bidder and ALL the pages already paginated by CHUNA SACCO	



**CHUNA DT SACCO LTD**

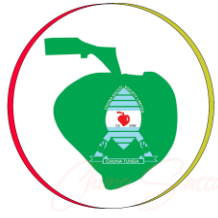
*"The University Sacco"*



## SECTION I: LETTER OF INVITATION

- 1.1 CHUNA CO-OPERATIVE SAVINGS AND CREDIT SOCIETY LTD (CHUNA SACCO) hereby invites sealed **Request for Proposal (RFP) for provision of Systems Audit**
- 1.2 Further information as pertains to this tender may be obtained from our Procurement Office, based at the School of Engineering, University of Nairobi during normal working hours from Monday to Friday (excluding any public or gazetted holiday) between **9.00 a.m. & 12.30 p.m. and 2.00 p.m. & 4.00 p.m.**
- 1.3 Prices quoted should be inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.4 The Technical Proposal and Financial proposal are to be put in different envelopes clearly marked "**Technical Proposal**" and "**Financial Proposal**" and sealed in one outer envelope. Completed Request for Proposal documents should be deposited in the tender box located at the office of **CHUNA SACCO, University of Nairobi to be received on or before 14<sup>th</sup> September, 2023 at 2.00 PM.**
- 1.5 The Technical Proposal document will be opened immediately after the closing time in the Sacco boardroom, University of Nairobi in presence of the candidates' representatives who choose to attend. The Financial Proposals for bidders meeting the technical requirements will be opened later during evaluation of bids in the presence of the respective bidders who choose to attend..
- 1.6 Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments.
- 1.7 Bidders must prepare separate proposals for Technical and Financial proposals in separate envelopes and put inside an outer envelope clearly marked "**XXXX/20-REQUEST FOR PROPOSAL (RFP) FOR PROVISION OF SYSTEMS AUDIT.**"
- 1.8 The **original** and **copy** of the tender must be addressed to:

**CHIEF EXECUTIVE OFFICER  
CHUNA SACCO  
P.O BOX 30197-00100  
NAIROBI.**



## **SECTION II INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

- 2.1.1** The Client named the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by CHUNA SACCO in the Appendix.
- 2.1.2** The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where CHUNA SACCO intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3** The consultants must 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, consultants are encouraged to liaise with CHUNA SACCO personnel in-charge of ICT regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4** Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to CHUNA SACCO are not reimbursable as a direct cost of the assignment; and (ii) CHUNA SACCO is not bound to accept any of the proposals submitted even if it is the lowest financially.
- 2.1.5** CHUNA SACCO employees, Committee members, Board members and their relative (spouse and children) are not eligible to participate.
- 2.1.6** CHUNA SACCO shall allow the tenderer to review the tender document free of charge before purchase.

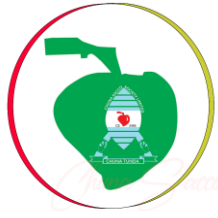
### **2.17 Information Provided**

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Sacco in relation to the provision of services. Neither Sacco nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

### **2.18 Clarification of Offer**

To assist in the scrutiny, evaluation and comparison of offers/bids, CHUNA Sacco Ltd may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any





decision of CHUNA Sacco Ltd in this regard shall be final, conclusive and binding on the bidder.

**2.1.9. Late Bids**

Any bid received by the Sacco after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

**2.10. Issue Of Corrigendum**

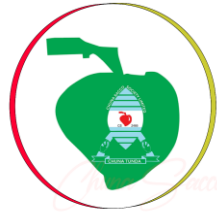
At any time prior to the last date of receipt of bids, Sacco may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

**2.11. For Respondent Only**

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

**2.11 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Sacco and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in



connection with any negligence, omission, default, lack of care or misrepresentation on the part of Sacco or any of its officers, employees, contractors, agents, or advisers.

### **2.13. Selection Process**

Technically qualified bidder with the lowest quote based on technical capability and financial quote will be considered as the winning bidder.

### **2.14. Costs Borne By Respondents**

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Sacco, will be borne entirely and exclusively by the Recipient / Respondent.

### **2.15. No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and Sacco until execution of a contractual agreement.

### **2.16. Cancellation Of Tender Process**

- i. CHUNA Sacco Ltd reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.
- ii. The vendor shall indemnify CHUNA Sacco Ltd and keep indemnified against any loss or damage that CHUNA Sacco Ltd may sustain on account of any violation of patents, trademark etc. by the vendor in respect of the products supplied / services offered.

### **2.17. Corrupt And Fraudulent Practices**

It is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

#### **AND**

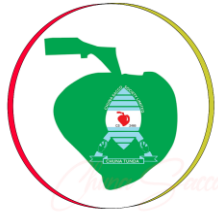
"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Sacco and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Sacco of the benefits of free and open competition.

The Sacco reserves the right to 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.

The Sacco reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **2.2 Clarification and Amendment of RFP Documents**

- ### **2.2.1**
- 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

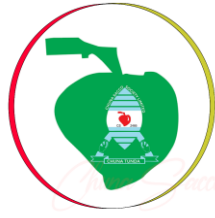


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sent in writing by paper mail or electronic mail but NOT Telex or Cable to CHUNA SACCO address indicated in the Appendix "ITC".

- 2.2.2** CHUNA SACCO will respond by paper or electronic mail to such requests (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposal.



**2.2.3** At any time before the submission of proposals, CHUNA SACCO may for any reason, whether at her 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 electronic mail to all invited consultants and will be binding on them. CHUNA SACCO may at her discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

**2.3.1** The Consultants proposal shall be written in English language.

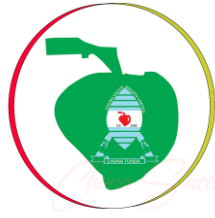
**2.3.2** In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

**2.3.3** While preparing the Technical Proposal, consultants **MUST** give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a 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. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in the Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) 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 the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) The recent assignments in No. (i) Above should have at least two financial institutions of which one **MUST** be a Deposit Taking Sacco.
- (iii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by CHUNA SACCO.
- (iv) A description of the methodology and work plan for performing the assignment.
- (v) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (vi) 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 three (3) years.



- (vii) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (viii) Any additional information requested in Appendix "A".

**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 Standard Forms (Section v). It lists all costs associated with the assignment including;

- (a) remuneration for staff (in the field and at headquarters), and;
- (b) Reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

**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, unless Appendix "A" specifies otherwise.

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

**2.4.4** Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.

**2.4.5** 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. CHUNA SACCO will make his best effort to complete negotiations within this period.

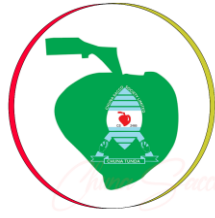
## **2.5 Submission, Receipt, and Opening of Proposals**

**2.5.1** The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain **no interlineations or overwriting**, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

**2.5.2** For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". 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**" and 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 in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE PROCUREMENT COMMITTEE.**"

**2.5.4** The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any



proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

- 2.5.5** After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Procurement Committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the CHUNA SACCO up to the time for public opening of financial proposals.

## 2.6 Proposal Evaluation General

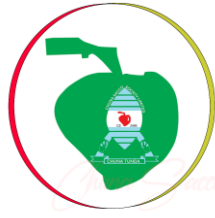
- 2.6.1** From the time the bids are opened to the time the Contract is awarded, if any consultant/firm wishes to contact CHUNA SACCO on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the consultant/firm to influence CHUNA SACCO in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 2.6.2** Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## 2.7 Evaluation of Technical Proposal

- 2.7.1** The evaluation committee appointed by CHUNA SACCO shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

<b>NO</b>	<b>AREA OF EVALUATION</b>	<b>POINTS</b>
(i)	Specific experience of the consultant related to the assignment	10
(ii)	Adequacy of the proposed work plan and methodology in	40
(iii)	Qualifications and competence of the key staff for the assignment	40
(iv)	Suitability to the transfer of Technology Programme (Training)	10
	<b>TOTAL POINTS</b>	<b>100</b>

- 2.7.2** Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference, meet the mandatory requirements or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".
- 2.7.3** The consultant may be asked as part of their evaluation to demonstrate their proposal or arrange a visit to an institution where similar services have been provided. This will be at the discretion of the procuring entity.
- 2.7.4** A tenderer must score a minimum of **60%** to qualify for consideration to be evaluated for the next stage.



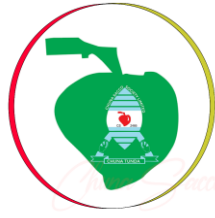
## 2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1** After Technical Proposal evaluation, CHUNA SACCO shall notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than Two (2) days after the notification date. The notification may be sent by registered letter or electronic mail.
- 2.8.2** The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. CHUNA SACCO shall prepare minutes of the public opening.
- 2.8.3** The Procurement committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced 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.
- 2.8.4** The formulae for determining the Financial Score ( $S_f$ ) shall, unless an alternative formula is indicated in the Appendix "ITC", be as follows: -  
 $S_f = 100 \times \frac{FM}{F}$  where  $S_f$  is the financial score;  $FM$  is the **lowest priced financial proposal** and  $F$  is the **price of the proposal under consideration**. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$ =the weight given to the Technical Proposal;  $P$  = the weight given to the Financial Proposal;  $T + p = 1$ ) indicated in the Appendix. The combined technical and financial score,  $S$ , is calculated as follows: -  $S = S_t \times T \% + S_f \times P \%$ . **The firm achieving the highest combined technical and financial score will be invited for negotiations.**
- 2.8.5** The Procurement committee shall evaluate the tender within Fourteen (14) days of from the date of opening the tender.
- 2.8.6** Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.7** Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.8.8** Price variation requests shall be processed by the procuring entity within Thirty (30) days of receiving the request.

## 2.9 Negotiations

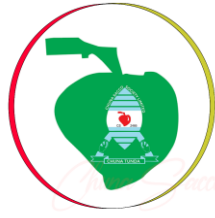
- 2.9.1** Negotiations will be held at the same address as "address to send information to CHUNA SACCO" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.
- 2.9.2** Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. CHUNA SACCO and the firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.





- 2.9.3** Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4** Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, CHUNA SACCO expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, CHUNA SACCO will require assurances that the experts will be actually available. CHUNA SACCO will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5** The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations CHUNA SACCO and the selected firm will initial the agreed Contract. If negotiations fail, CHUNA SACCO will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.10 Award of Contract**
- 2.10.1** The Contract will be awarded following negotiations. After negotiations are completed, CHUNA SACCO will promptly notify other consultants on the shortlist that they were unsuccessful and file for records purposes, the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2** The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3** The parties to the contract shall have it signed within Thirty (30) days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4** CHUNA SACCO reserves the rights to absolute termination of this procurement proceedings at any time before contract award and shall not be liable nor responsible to any person/organization for the termination. No person
- 2.10.5** CHUNA SACCO shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6** To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement.
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.
- 2.11 Confidentiality**
- 2.11.1** Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.
- 2.12 Corrupt or fraudulent practices**
- 2.12.1** CHUNA SACCO requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the





performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

**2.12.2** CHUNA SACCO will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

**2.12.3** Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

### **2.13 Tender security**

**2.13.1** The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

**2.13.2** The tender security shall be in the amount not exceeding 10 per cent of the tender quoted price but must not be less than Kshs. 100,000.00

**2.13.3** The tender security is required to protect CHUNA SACCO against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 2.13.8.

**2.13.4** The tender security shall be denominated in a Kenya Shillings and shall be in the form of a **bank guarantee**.

**2.13.5** Any tender not secured in accordance with paragraph 2.13.1 and 2.13.3 will be rejected by CHUNA SACCO as non-responsive, pursuant to paragraph 2.13.3

**2.13.6** Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by CHUNA SACCO society.

**2.13.7** The successful tenderer's tender security will be discharged upon the tenderer signing the Contract and furnishing the performance security.

**2.13.8** 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; or
- b) In the case of a successful tenderer, if the tenderer fails:
  - i. to sign the contract or
  - ii. to furnish performance security in accordance with paragraph 2.14.
- c) If the tenderer rejects, correction of an error in the tender.

### **2.14 Performance security**

**2.14.1** Within Fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to CHUNA SACCO the performance security where applicable in the amount specified in Special Conditions of Contract.

**2.14.2** The proceeds of the performance security shall be payable to CHUNA SACCO as Compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

**2.14.3** Performance security shall be denominated in Kenya Shillings, and shall be in the form of a **bank guarantee**.

**2.14.4** Performance security will be discharged by CHUNA SACCO and returned to the candidate not later than twenty-eight (28) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.



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**Appendix to Information to Consultants (ITC)**

The following information for procurement of ICT Audit consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

No	Clause Reference	Particulars of appendix to Instructions to Tenderers
1	2.1.1	The name of the Client is: <b>CHUNA CO-OPERATIVE SAVINGS AND CREDIT SOCIETY LTD</b> The method of selection is: <b>Quality and Cost Based selection Method</b>
2	2.1.2	The consultants are required to submit a Technical Proposal and a Financial Proposal in different envelopes and sealed in one outer envelope. The name, objectives, and description of the assignment are: <b>Name of the proposal is: Request for proposal (RFP) for provision of Comprehensive Information and Communication Technology Audit</b>
3	2.1.3	There will be no proposal conference
4	2.1.6	CHUNA SACCO employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate
5	2.2.1	Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the submission date.
6	2.3.3	The minimum required experience of proposed professional staff is <b>three(3)Years</b> Training will not be specific component of this assignment.
7	2.4.5	The Proposal must remain valid for <b>120 days</b> after the submission date.
8	2.5.2	Consultants must submit an <b>original</b> and <b>one (1) additional copy</b> of each proposal
9	2.5.3	The proposal submission address is: <b>CHUNA SACCO University of Nairobi P.O. Box 30197- 00100 NAIROBI, KENYA</b> Information on the outer envelope should also include the same address and Request for Proposal Name and Number.
10	2.5.4	Proposals must be submitted no later than <b>15<sup>TH</sup>September, 2023 at 2.00 PM.</b>
11	2.6.1	The name(s), address(es) and telephone numbers of the Client's official(s) are  <b>CHIEF EXECUTIVE OFFICER. CHUNA SACCO P.O BOX 30197-00100 NAIROBI</b> <b>Note:</b> CHUNA SACCO offices are located at the School of Engineering, University of Nairobi.
12	2.14	The bidder must enclose soft copy of his tender in a flash drive and also note the technologies or software's or systems he/she may deem fit to implement as far as network and system monitoring is concerned



EVALUATION CRITERIA TO BE USED TO EVALUATE THE PROPOSALS

The received RFP will be evaluated in three stages as detailed below:

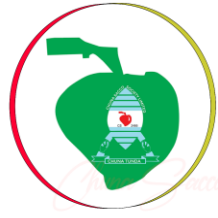
1. Stage 1: Compliance with Mandatory Requirements
2. Stage 2: Compliance with Technical Requirements
3. Stage 3: The Financial Evaluation
4. Stage 4: Due diligence

**Stage 1: Compliance with the Mandatory Requirements**

The first stage of the evaluation will involve determination of responsiveness to the mandatory requirements of the Request to proposals that will include:

The second stage will involve technical evaluation of ONLY the bids that meet ALL the Mandatory requirements in stage one.

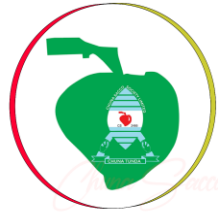
NO	DOCUMENTS TO BE SUBMITTED	COMPLIANCE PASS/FAIL
1	Pagination/serialization of ALL pages of the submitted proposal document; i.e. paginate/serialize every page in the whole document in sequential manner, from the beginning of the document to the end. This includes ALL the attachments submitted by the bidder and ALL the pages already paginated by CHUNA SACCO	
2	Submission of a sealed financial proposal envelope, clearly labelled "financial proposal" Submission of technical proposal form dully filled, signed and stamped.	
3	Submit an original tender security of Kshs 100,000.00 in form of unconditional <b>bank guarantee</b> from a reputable bank registered in Kenya and regulated by the Central Bank of Kenya valid for 120 days from the date of tender opening.	
4	Confirmation of Directors (CR. 12) - <b>This should be the one issued within four months to the tender closing date. OR Official Business Search certificate (BN2) for sole proprietor or partnerships.</b>	
5	Copy Certificate of incorporation or Business Name - Certificate or Limited Liability partnership	
6	Submission of Valid Tax compliance certificate ( <b>Expired tax compliance certificates will not be accepted</b> )	
7	Dully filled, signed and stamped Confidential Business Questionnaire. ( <b>Indicate all the directors and respective shares</b> )	
8	Dully filled, signed and stamped Declaration form	
9	Certified copies of two years audited accounts ( <b>2018 &amp; 2019</b> ).	



**Stage 2: Compliance with the Technical Requirements**

Proposals meeting all the mandatory requirements in stage one will be subjected to technical evaluation based on the criteria given below:

No	Criteria	Description	Marks allocated	Marks Awarded
1	<b>Brief Company Profile</b>	Brief description of the organization/firms profile and successes	<b>2</b>	
2	<b>Consultant Experience</b>	Provide at least 3 experience sheets and recommendation letters covering information security audit preferably covering the scope items. Two of the previous clients must be in the financial industry and one of which <b>MUST</b> be a Deposit Taking Sacco. The experience sheets should include the client name, a description of the nature of the assignment, duration, number of days, contacts, budget and the list of team members involved in the delivering the assignments. (1 mark awarded where each of the scope items is covered to a maximum of 4 marks for)	<b>28</b>	
3	<b>Proposed Team Experience and Training</b>	Detailed CVs for at least 3 team members outlining their educational backgrounds, past experience and assignments executed. The team members should have at least a bachelor's degree in either Information Technology or Engineering related fields and information systems audit certificates such as CISA, CEH, ITIL,CCNA, ISO 27001 e.t.c. <b>1</b> mark for each team members with a degree in the specified field to a maximum of 4 marks. <b>1</b> mark for each of the team members with CISA/CISSP qualifications to a maximum of 4 marks <b>1</b> mark for each of the team members with OSCP, CEH or any other ethical hacking certification or computer forensics certification to a maximum of 4 marks. <b>1</b> mark for each of the team members with ITIL, ISO 27001 or any other information	<b>7</b>	



		<i>technology governance certification to a maximum of 4 marks</i>		
4	<b>Reporting Structure for the Team</b>	An Organogram showing the reporting structure for the team and role assignment.	<b>3</b>	
5	<b>Execution Plan</b>	A detailed plan showing the activities to be executed, the duration for executing each activity, team member assigned role and the expected output/deliverables <i>Award 1 mark for each scope item covered by the plan with the duration, resource to execute the activity and the output is provided to a maximum of 7 marks</i>	<b>7</b>	
6	<b>Methodology /Frameworks</b>	A detailed description of the methodology/frameworks to be used when executing each of the review areas. Award 2 marks each where Methodology/Framework has been provided to cover each of the scope items to a maximum of 2 mark for each scope item and to a maximum of 14marks in total.	<b>14</b>	
7	<b>Deliverables</b>	Description of the deliverables and the tentative duration after which each of the deliverables can be availed to CHUNASACCO management. Award 3 marks for a description of the draft report, its content and the duration it will take to have it delivered after commencement. Award 3 marks for a description of the final report, its contents and the duration it will take to have it delivered after commencement.	<b>6</b>	
8	<b>Technical session engagement with the Consultant</b>	The Consultant to communicate actual activities to be conducted by him/firm through face to face or telephone interview. Consultant will be communicated once the preliminary evaluations are done based on submitted proposals. <i>The marks awarding criteria will be provided in the communication to those who go through the preliminary evaluation stages.</i>	<b>24</b>	
		<b>Total Score</b>	<b>100</b>	



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To be eligible for the Financial Evaluation, tenderers must score at least sixty **(60%)** out of eighty **(100%)** at the Technical Evaluation stage.



### Stage 3: Financial Evaluation

Bidders scoring 60% and above in the technical evaluation will be subjected to financial evaluation.

The financial evaluation stage entails:

- 1) Checking whether the following documents are fully filled and signed
  - i. Financial proposal submission Form
  - ii. summary of costs
  - iii. Breakdown of price per activity.
  - iv. Breakdown of remuneration per activity.
  - v. Reimbursable per activity
  - vi. Miscellaneous
- 2) Checking for errors
- 3) Calculate the financial proposal using the following formulae: - Financial Score =  $20 \times P_m/P$ ; where: -

P<sub>m</sub>: Lowest priced financial proposal

P: Total bid price of the bid under consideration (Total Cost quoted by the bidder)

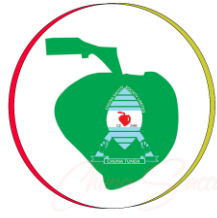
The bidders will be ranked and the one with the **highest combined score** will be considered for award. Bidders are required to provide indicative reimbursable expenses that may be applicable in their proposal.

### Stage 4: Due Diligence

CHUNA SACCO may/shall;

- 1) Visit the premises of the bidders to confirm the details
- 2) Contact directly or indirectly the references provided by the bidder for more information.
- 3) Confirm with the relevant authority bodies e.g. KRA, Registrar of Companies etc to check authenticity of Certificates.
- 4) Conduct background check and information on proposed personnel to be engaged in the conduct of the Audit.





## **SECTION III: TERMS OF REFERENCE**

### 1.0 INTRODUCTION

The system audit Audit exercise will cover the following domains.

#### 1.1 System Audit Governance Review

- a) Review the organizational structure of the ICT department, service delivery and assigned roles against best practice requirements such as ITIL bringing out any conflicting roles and roles that are currently not assigned to members of staff.
- b) Review the information security/technology policies maintained by the SACCO and determine their adequacy.
- c) Review security breach incidence response strategies deployed by the SACCO their adequacy and effectiveness.
- d) Review the vulnerability management framework deployed by the SACCO, its effectiveness and adequacy.
- e) Review the network monitoring strategies deployed by the SACCO, their adequacy and effectiveness giving value addition recommendations. The auditor will hence share and implement best network and or system monitoring tools for the sacco
- f) Review application activities logging strategies their effectiveness and adequacy.
- g) Review third party governance for system vendors and information technology service providers against best practice.
- h) Review the ICT strategy and its alignment to the organizational strategy.
- i) Review ICT budgets and adequacy

#### 1.2 Vulnerability Assessment and Penetration Testing

- a) Perform an external infrastructure and application vulnerability assessment and penetration testing exercise.
- b) Perform an internal infrastructure and application vulnerability assessment and penetration testing exercise
- c) Perform a penetration testing on the mobile banking application and the supporting components.
- d) Scan the SACCO's IT environment for malware.



- e) Simulate social engineering scenarios to determine the awareness levels among members of staff
- f) Offer awareness training sessions to IT team for key social engineering methods used by attackers and how to avoid social engineering based exploitations (*This should be a session after the simulations with the results of the simulations used to provide the key watch-out areas*).

### 1.3 Network Architecture and Device Configurations Review

- g) Under this domain the consultant will review the configurations for core switches, routers and firewalls to determine any configuration flows and provide appropriate gap closure recommendations.
- h) The consultant will review the SACCO's network architecture against best practice identifying the weaknesses and provide recommendations for gap closure.

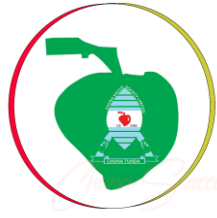
### 1.4 General IT Controls Review

- a) Perform a review of the effectiveness of the access management controls deployed around the organizations key applications, databases and operating systems.
- b) Perform a review of the change management process and controls to determine their adequacy and effectiveness.
- c) Review the program development process and controls to determine their adequacy and effectiveness.
- d) Review the interfaces between the systems on the SACCO's environment for accuracy and completeness.
- e) Review job scheduling monitoring process and controls to determine their adequacy and effectiveness.
- f) Review the backup management strategy its effectiveness and adequacy.
- g) Review configuration changes (rates, limits etc.) management processes.
- h) Review the internal incident management process for adequacy and effectiveness.

### 1.5 Application controls review

Review application controls for key processes that rely on the SACCO's systems including but not limited to the following;

- a) Credit related processes.
- b) Member onboarding (KYC) process.
- c) EFT and standing order management process.
- d) Card management process.
- e) Over the counter cash withdrawal/deposits.
- f) mobile banking processes.
- g) Account dormancy, freezing, closure and activation processes
- h) Check-off process.
- i) Payroll processing for external parties.



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Data analysis should be performed to confirm the effectiveness of the application controls.

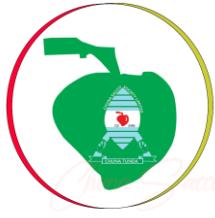
### 1.6 Database Security Review

Under this domain the consultant will review the security controls for the databases maintained by the SACCO. The review will cover the following elements;

- a) The process of access management for the databases on the SACCO's environment.
- b) Review the adequacy and effectiveness of logging of activities
- c) Review database setup against best practice such as CIS benchmarks
- d) Review supporting infrastructure setup against vendor minimum baseline requirements.

### 1.7 Source Code Review

- e) Perform a static source code review for the core systems on the SACCO's environment for key security flaws.



## SECTION IV: - TECHNICAL PROPOSAL

### 1. TECHNICAL PROPOSAL SUBMISSION FORM

[\_\_\_\_\_ Date]

To: CHUNA CO-OPERATIVE SAVINGS AND CREDIT SOCIETY LTD  
P. O BOX 30197-00100  
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **(provision of system audit)** in accordance with your Request for Proposal dated \_\_\_\_\_ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope].

We understand you are not bound to accept any Proposal that you receive.

We remain,

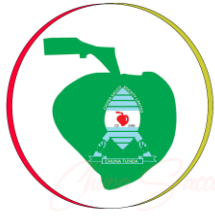
Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm] :

\_\_\_\_\_ [Address:]



## 2. FIRM'S REFERENCES

### Relevant Services Carried Out in the Last Three Years That Best Illustrate Qualifications

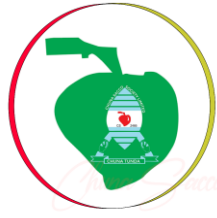
Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Approx. Value of Services (Kshs)
Completion Date (Month/Year):	
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
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:	

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**Take Note that two of the references MUST be from the financial industry one which MUST be a Deposit Taking Sacco**



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### 3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY CHUNA SACCO SOCIETY.

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#### On the Terms of Reference:

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

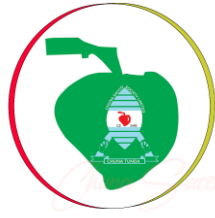
#### On the data, services and facilities to be provided by the Client:

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



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28



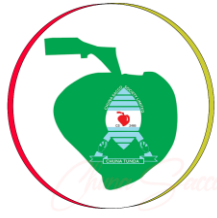
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#### 4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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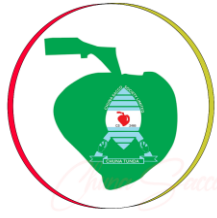
## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

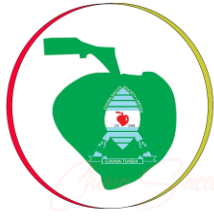
Name	Position	Task

### 2. Support Staff

Name	Position	Task



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## 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

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Detailed Tasks Assigned: \_\_\_\_\_

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### **Key Qualifications:**

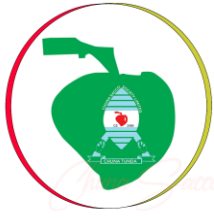
*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

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### **Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

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**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

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**Certification:**

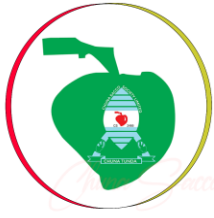
I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ Date;  
*[Signature of authorised representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_



**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Weeks (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Weeks

Reports Due: \_\_\_\_\_

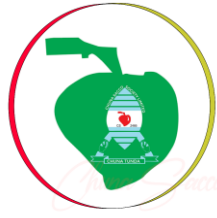
Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
 (Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_



## 8. ACTIVITY (WORK) SCHEDULE

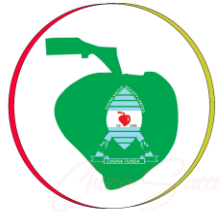
### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc., are Weeks from the start of assignment)*

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>		
Activity (Work)														
_____														
_____														
_____														
_____														

### (b). Completion and Submission of Reports

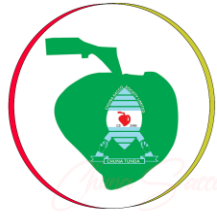
Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	



## **SECTION V: - FINANCIAL PROPOSAL**

### Notes on preparation of Financial Proposal

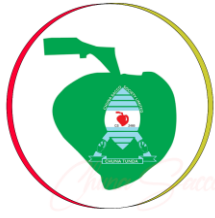
- 1 The Financial proposal prepared by the consultant/firm should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by CHUNA SACCO.
- 2 The financial proposal shall be in Kenya Shillings and shall take into account the tax liability and cost of any insurances if specified in the request for proposal.
- 3 The financial proposal should be prepared using the Standard forms provided in this part.



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## SECTION VI: -FINANCIAL PROPOSAL STANDARD FORMS

### 1. FINANCIAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ [Date]

To: CHUNA CO-OPERATIVE SAVINGS AND CREDIT SOCIETY LTD  
P. O BOX 75629-  
00200 Nairobi

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (Request for proposal (RFP) **for Provision of Systems Audit**) in accordance with your Request for Proposal dated (\_\_\_\_\_) [Date] and our Proposal. Our attached Financial Proposal is for the sum of(\_\_\_\_\_) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

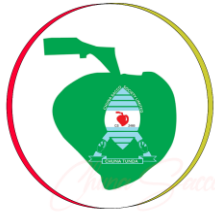
\_\_\_\_\_ [Authorized Signature]

:

\_\_\_\_\_ [Name and Title of Signatory]:

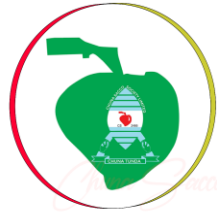
\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address]



## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s )
Subtotal		
Taxes		
<b>Total Amount of Financial Proposal</b>		



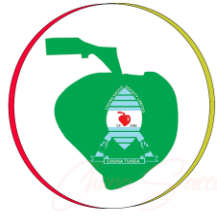
### 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
<b>Subtotal</b>	



4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
			Remuneration	Amount
Names	Position	Input (Staff months, days or hours as appropriate.)	Rate	
(i)	Regular staff			
(ii)	Consultants			
<b>Grand Total</b>				



## 5. REIMBURSABLE PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2.	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			_____



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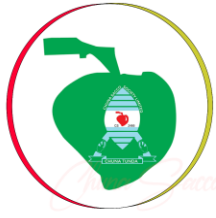
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## 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc. Software				_____



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42





**ANNEX A: MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name  
.....

Location of Business Premises  
.....

Plot No, .....Street/Road .....

Postal address  
.....

Tel No. ....Fax Email .....

Nature of Business ..... Registration  
Certificate No. .... Maximum value of  
business which you can handle at any one time –  
Kshs.....

Name of your bankers  
..... Branch  
.....

**Part 2 (a) – Sole Proprietor**

Your name in full.....Age.....

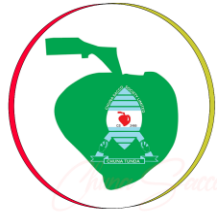
Nationality.....Country of Origin.....

Citizenship details  
.....

Part  
2 (b)  
–  
Part  
ners  
hip

Given details of partners as follows

Name	Nationality	Shares
------	-------------	--------



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1. ....
2. ....
3. ....
4. ....

Part 2 (c) – Registered Company

Private or Public

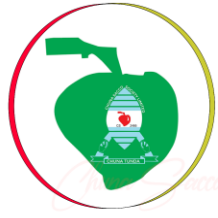
State the nominal and issued capital of company Nominal  
Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

Date.....Signature of Candidate.....



ANNEX B: DECLARATION FORM

Date \_\_\_\_\_

**To:**

CHUNA CO-OPERATIVE SAVINGS AND CREDIT SOCIETY LTD  
UNIVERSITY OF NAIROBI  
SCHOOL OF ENGINEERING  
Harry Thuku road,  
P.O Box 30197-00100,  
Nairobi,  
KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) \_\_\_\_\_

Declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 2.1.6 of ITC (Information to consultants)
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are not associated with any other tenderer participating in this tender.
- f) That I/we have not been implicated in theft cases at any time by CHUNA SACCO
- g) That I/ We do hereby confirm that all the information given in this Tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorized person signing the Tender

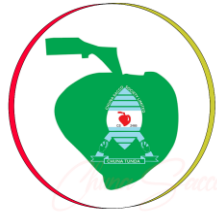
\_\_\_\_\_  
Name and Capacity of duly authorized person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer



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47



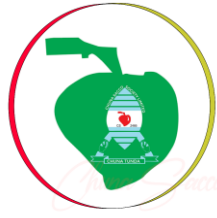
**ANNEX C: FORMAT OF TENDER SECURITY FORM**

Whereas .....[name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated.....[date of submission of tender] for the provision of.....[name and/or description of the services] (hereinafter called "the tenderer") .....KNOW ALL PEOPLE by these presents that WE..... Of.....having registered office at [name of procuring entity] (hereinafter called "the Bank") are bound unto..... [name of procuring entity] (hereinafter called "CHUNA CO-OPERATIVE SAVINGS AND CREDIT SOCIETY LTD") in the sum of ..... for which payment well and truly to be made to the said Chuna Sacco, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20\_\_\_\_\_ . \_\_\_\_\_

**THE CONDITIONS of this obligation are:**

- 1.If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers. we undertake to pay to CHUNA SACCO up to the above amount upon receipt of its first written demand, without CHUNA SACCO having to substantiate its demand, provided that in its demand CHUNA SACCO will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]



ANNEX D: PERFORMANCE BANK GUARANTEE [UNCONDITIONAL]

To  
CHUNA CO-OPERATIVE SAVINGS AND CREDIT SOCIETY LTD  
WHEREAS.....[Name of the Tenderer] (hereinafter  
called "the tenderer") has [reference number of the  
undertaken, in pursuance of Contract No. contract]  
dated \_\_\_\_\_ 20 \_\_\_\_\_ to  
supply.....[Description services]  
(Hereinafter called "the contract")

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

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

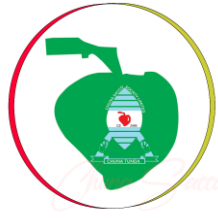
THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of..... [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the day of..... 20.....

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank]

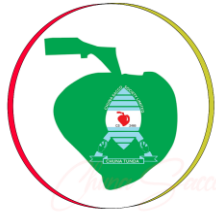
\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]



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ANNEX E: LETTER OF NOTIFICATION OF AWARD

CHUNA CO-OPERATIVE SAVINGS AND CREDIT SOCIETY LTD  
UNIVERSITY OF NAIROBI  
SCHOOL OF ENGINEERING  
Harry Thuku road,  
P.O Box 30197-00100,  
Nairobi,  
KENYA.

To: \_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

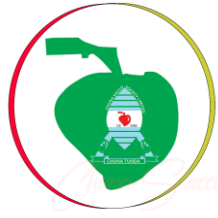
This is to notify you that the contract/s stated below under the above mentioned tender have been awarded to you at a total cost of Ksh.....inclusive of all taxes.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 14 days of the date of this letter but not earlier than 7 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) \_\_\_\_\_  
\_\_\_\_\_

CHIEF EXECUTIVE OFFICER





**CHUNA DT SACCO LTD**

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