

GUSII MWALIMU SACCO LTD



REQUEST FOR PROPOSAL

REF.NO: GMS/RFP/01/2019-2020

**PROVISION OF CONSULTANCY SERVICES TO UNDERTAKE ICT SYSTEM AUDIT AT
GUSII MWALIMU SACCO LTD**

**GUSII MWALIMU SACCO
1ST FLOOR, GUSII PLAZA,
P.O. Box 40200 – 1335
KISII KENYA.
Tel: +058-30357 Fax: 31021
E-mail: gusiimwalimusacco@yahoo.com
Web site: www.gusiimwalimusacco.co.ke**

PROPOSAL OPENING WILL BE ON 8TH NOVEMBER, 2019 AT 11.30AM

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INTRODUCTION

Gusii Mwalimu Sacco is a Cooperative financial institution offering diversified financial products and services to its stakeholders, and has been in operation since 1979. It is a duly registered Sacco under cooperatives Act and Regulated by Sacco's Societies Regulatory Authority (SASRA). The Sacco desires to engage an Information Communication Technology (ICT) consultant in system's audit in order to succeed in achieving its strategic plan.

SECTION I - LETTER OF INVITATION:

15/10/2019

To all Eligible Bidders

RE: NO: REF.NO: GMS/RFP/01/2019-2020- SYSTEM AUDIT CONSULTANCY SERVICES

- 1.1 Gusii Mwalimu Sacco Society Ltd invites sealed proposals from eligible bidders to carry out consultancy services on system audit (ICT). The scope of services is detailed in the terms of reference.
- 1.2 The Request for Proposals (RFP) includes the following documents
Section I - Letter of invitation Section
Section II - Information to consultants Appendix to Consultants information Section
Section III - Terms of Reference Section
Section IV - Technical proposals
Section V - Financial proposal
Section VI- Standard Contract Form
- 1.3 Prices quoted should be inclusive of all taxes and delivery costs and shall remain valid for a period of 90 from the closing days from the closing date of the tender.
- 1.4 Interested candidates may obtain further information at Gusii Mwalimu Sacco Society Ltd offices (Procurement) at 1st floor, Gusii Plaza, Kisii during working hours /and or download from the Sacco's website www.gusiimwalimusacco.co.ke

Interested and eligible bidders are required to download the tender document from the Sacco website free of charge. For purposes of clarification can email their names and contact details to: gusiimwalimusacco@yahoo.com.

- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender Number and tender name and be deposited in the tender Box at Gusii Mwalimu Sacco Society Ltd Offices on 1st floor, next to CEO'S Office Gusii Mwalimu Plaza, Kisii or addressed to:-

Chief Executive Officer
Gusii Mwalimu Sacco Ltd
1st floor, Gusii Plaza
P.o. Box 40200 – 1335
Kisii, Kenya.
E-mail: gusiimwalimusacco@yahoo.com. Web site: www.gusiimwalimusacco.co.ke

Bids be received on or before **8th November, 2019 at 11:30AM**

- 1.6 Tenders will be opened immediately thereafter in the presence of the bidders representatives who choose to attend the opening on the 8th November, 2019 at 11:30AM on 1st Floor Gusii Mwalimu Sacco Boardroom. Late submission of proposals shall be rejected

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- 2.5 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS
- 2.6 PROPOSAL EVALUATION GENERAL
- 2.7 EVALUATION OF TECHNICAL PROPOSAL
- 2.8 PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSAL
- 2.9 NEGOTIATIONS
- 2.10 AWARD OF CONTRACT
- 2.11 CONFIDENTIALITY
- 2.12 CORRUPT OR FRAUDULENT PRACTICES

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 Gusii Mwalimu Sacco Ltd 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 the Sacco.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

No.	Description	Detailed information
1	Name of Project	ICT Systems Audit Services
2	Last Date for Acceptance of Proposal	8 th November 2019
3	Date of Online Notice	18 th October 2019
4	RFP number	GMS/RFP/01/2019
5	Place for Bid Opening Gusii Mwalimu Sacco Ltd	Gusii Mwalimu Sacco Ltd Boardroom.
6	Name and Address For Communication	Chief Executive Officer Gusii Mwalimu Sacco P.O. Box 1335-40200-kisii

2.1.3 The Sacco's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to Gusii Mwalimu Sacco are not reimbursable as a direct cost of the assignment.

2.1.5 The tender document shall be issued free of charge.

2.1.6 The Sacco shall allow the tenderer to review the tender document free of charge.

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 sent in writing by Postal address indicated in the Appendix, e-mail or hand delivered to Gusii Mwalimu Sacco Ltd. The Sacco will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, Gusii Mwalimu Sacco Society may for any reason, whether at his 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 mail, to all invited consultants and will be binding on them. The Sacco may at its 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 majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.

(iv) Professional staff must as a minimum, have the experience indicated in 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) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Sacco.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

(v) 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 five (5) years.

(vii) A detailed description of the proposed methodology, staffing and monitoring of training.

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 D). It lists all costs associated with the assignment including;

(a) Remuneration for staff.

(b) Reimbursable expenses to be broken down per activity.

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

2.4.3 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Sacco will make its effort to complete negotiations within this period. If the Sacco wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.4.4 Proof of Financial capacity and stability; Consultant shall provide Letter from their bankers and either or all of the following; Audited Financial reports (including cash flow statements) for the last three(3) years,(ii) Worked ratios (liquidity), (iii) Bank statements

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, Financial Proposal; shall be prepared in indelible ink. It shall not contain any 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". 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 OPENING COMMITTEE".

2.5.4 The completed Technical and Financial Proposals must be delivered to 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 rejected.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. Thereafter the Financial Proposal shall be opened after evaluation of technical proposal.

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 wishes to contact Gusii Mwalimu Sacco Society on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". (Information to Consultants). Any effort by the firm to influence the 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 Gusii Mwalimu Sacco shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows,

- (i) Specific experience of the consultant related to the assignment.
- (ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference.
- (iii) Qualifications and competence of the key staff for the assignment.
- (iv) Suitability to the transfer of Technology Programme (Training). Each responsive proposal will be given a technical score (TS).

A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference .

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Sacco shall notify those consultants whose proposals did not meet the minimum qualifications or were considered non-responsive to the RFP and Terms of Reference. The Sacco shall simultaneously notify the consultants who have secured the minimum qualifying mark. 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. The Sacco shall prepare minutes of the public opening.

2.8.3 The evaluation 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.

2.8.5 The formulae for determining the Financial Score (FS) shall, be as follows:-

$FS = LP/BP \times 100$ where FS is the financial score; LP is the lowest priced financial proposal and BP is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (TS) and financial scores (FS) using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = I) . The technical score and financials scores are adjusted by applying the weights before adding them together to determine the highest combined score. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The proposal evaluation committee shall evaluate the proposal within 30 days of from the date of opening the proposal.

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

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.9 Price variation requests shall be processed by The Sacco within 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 The Sacco” indicated in the Appendix “ITC”. The aim is to reach agreement 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. The Sacco and 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-hours, 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 Sacco 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, the Sacco expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Sacco will require assurances that the experts will be actually available. The 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 the Sacco and the selected firm will initial the agreed Contract. If negotiations fail, The Sacco will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The Sacco shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Sacco will promptly notify other consultants on the shortlist that they were unsuccessful.

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 30 days from the date of notification of contract award unless there is an administrative review request.

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

2.10.5 The Sacco shall give prompt notice of the termination to the consultants and on request give its reasons for termination within 14 days of receiving the request from any consultant.

2.10.6 To qualify for contract awards, the consultant 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. Information relating to 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 The 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 consultant shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The 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.

2.13 Appendix (A) information to consultants

2.13.1 Notes on the Appendix to Information to Consultants

The Appendix to information to consultant is intended to assist The Sacco in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.

The Sacco should specify in the appendix information and requirements specific to the circumstances of The Sacco, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.

2.13.2. In preparing the appendix the following aspects should be taken into consideration.

- i. The information that specifies or complements provisions of Section II to be incorporated.
- ii. Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
- iii. Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

2.13.3 Appendix to Information to Consultants

The following information for procurement of 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 and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

2.14 Clause Reference

2.14.1 The name of The Sacco is: **GUSII MWALIMU SACCO**

2.14.2 The method of selection is: _____QCBS_____ (**QUALITY COST BASED SELECTION**)

Technical and Financial Proposals are requested..... **Yes**. The name, objectives, and description of the assignment are: **ICT SYSTEMS AUDIT AT GUSII MWALIMU SACCO LTD**

2.14.3 The firm will provide the following inputs:

- i. The estimated number of professional staff hours required for the assignment
- ii. The minimum required experience of proposed professional staff as provided in terms of reference
- iii. Training is a specific component of this assignment
- iv. Price should include applicable taxes
- v. Consultants must submit an original and one (1) additional copies of each proposal.

The proposal submission address is:

**CHIEF EXECUTIVE OFFICER
GUSII MWALIMU SACCO, 1ST FLOOR,
KISII, P.O. Box 1335-40200 KISII**

Information on the outer envelope should also include: **Proposal No: and Proposal Name**

Proposals must be submitted no later than **8thNov, 2019 at 12:00 noon**

The technical proposal will be score 70%.

3.0 SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the technical proposals:-

- i. In preparing the technical proposals, the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- ii. The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this section.
- iii. The technical proposal shall not include any financial information unless it is allowed in the appendix to information to the consultants or the special conditions of contract.

SECTION III - TECHNICAL PROPOSAL

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4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
5. TEAM COMPOSITION AND TASK ASSIGNMENTS
6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF
7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL
8. ACTIVITY (WORK SCHEDULE)

3.2 TECHNICAL PROPOSAL SUBMISSION FORM

(Date)

To: _____ (Name and address of Consultant)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for
(Title of consulting services) 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-where applicable).

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)

3.3 FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five 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 organization		Contact person for the assignment.
Address:		No of staff-months; duration of assignment:
Start Date(Month/Year):	Completion Date (Month/Year):	Approx .value of services (Kshs)
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 project:		
Description of actual services provided by your staff:		

Firm's Name: _____

Name and title of signatory; _____

3.4 COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE SACCO.

On the Terms of Reference:

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

On the data, services and facilities to be provided by The Sacco:

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

3.5 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3.6 TEAM COMPOSITION AND TASK ASSIGNMENTS

Technical/Managerial Staff

Name	Position	Task

Support Staff

Name	Position	Task

**3.7 FORMAT OF CURRICULUMVITAE (CV) FORPROPOSEDPROFESSIONAL
STAFF**

Position: _____

Name of Firm: _____

Key Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

(Give an outline of key 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).

.....

Education:

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

.....

Employment Record:

(Starting with present position, listing reverse order every employment held. List all positions held by staff members giving dates, names of employing organizations, titles of positions held, and locations of assignments).

.....

3.8 Certification:

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

Date: _____

(Signature of staff member)

Date; _____

(Signature of authorized representative of the firm)

Full name of staff member: _____

Full name of authorized representative: _____

3.9 TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (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 months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title _____

Address: _____

3.10 ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

4.0 SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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5. REIMBURSABLE PER ACTIVITY
6. MISCELLANEOUS EXPENSES

4.1 FINANCIAL PROPOSAL SUBMISSION FORM

**Gusii Mwalimu Sacco
P.O Box 1335 – 4200
KISII**

(Date): _____
_____ (Name and address of Gusii Mwalimu Sacco)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) (Title of consulting services) 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.

Yours sincerely,

_____ (Authorized Signature)

_____ (Name and Title of Signatory):

_____ (Name of Firm)

_____ (Address) 2.

4.2 SUMMARY OF COSTS

Cost	Currency(ies)	Amount(s)
Subtotal		<hr/>
Taxes		

4.3BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous Expenses	_____

4.4 BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. Name: _____				
Names	Position	Input(Staff hours, days or hours As appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				_____

4.5 MISCELLANEOUS EXPENSES

Activity No. Activity Name: _____

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

4.6 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.

Part 1: General Business Name.....

Location of Business Premises.....

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

Postal addressCode.....City/Town.....

Tel No.

Website.....

Email.....

Nature of Business.....

Registration Certificate No.....

Maximum value of business which you can handle at any one timeKshs.

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor Your name in full.....

Age.....Nationality.....Country of Origin.....Citizenship.....

Part 2 (b) – Partnership given details of partners as follows

Name.....Nationality.....Citizenship.....

Part 2 (c) Registered Company, Private or Public

State the nominal and issued share capital of company;

Nominal..... Kshs. Issued..... Kshs.....

Given details of all directors as follows

Name.....Nationality.....Citizenship.....

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

5.0 SECTION V: TERMS OF REFERENCE

5.1 FOR SYSTEMS AUDIT ICT SECURITY IN REGULATIONS, CODES, GUIDELINE AND STANDARD CONDITIONS

In this context, it is vital to consider ICT threats to be the dominant concern regarding banking sector security. The digitalization of industry - including banking, is at the core of major Corporation initiatives aiming to create the right framework conditions to accompany the transformation of our industry, processes, actors and consumer benefits in this digital era. One of the major challenges accompanying this digitalization trend is the need to ensure data integrity and security in which operations take place. In this respect, Gusii Mwalimu Sacco stresses the need for a common approach to address cyber threats across the organization, building on the existing ICT regulation codes, guidelines and standards conditions policy & procedures guidelines and standard conditions.

The Consultant(s) is expected to identify cyber security threats in the industry critical infrastructure and come up with mitigation measures, with public sector guidelines and industry best practice.

5.2 The Objectives of the Assignment

The objective is to carry out a comprehensive review, examination of the controls and internal checks built into the ICT systems used in the management of critical infrastructures with a view of identifying the threats. This will involve;

- i. Evaluating the system's internal control design and effectiveness
- ii. Examination of the inputs, processing and outputs. This includes, but is not limited to, efficiency and security protocols, cyber security controls, development processes, and IT governance or oversight.
- iii. Analyzing the level of compliance with national and international acceptable standards

The consultant shall compile a report with conclusions reached from the audit of the cyber security risks, vulnerabilities and recommend suitable measures for correcting any deficiencies identified. The report will be used to develop the baseline cyber security industry codes, standards, policies and procedures.

5.3 Scope of Consultancy

This section outlines the tasks that the consultant must undertake within this assignment, in order to achieve the main objectives. This will include a study on the evaluation of risks of cyber-incidents, on costs of preventing cyber-incidents in the banking sector as well facilitating the mainstreaming of ICT security in regulations, codes, guidelines and standard policies & procedures within the banking sector in Kenya.

Technical aspects as well as policy aspects should be taken into account.

The various tasks will include:

Task 1: System description & use cases; the successful consultant shall describe the entire physical infrastructure

Task 2: Identification of threat scenarios and physical security.

- i. Information Processing: An audit to verify that the processes within the systems are controlled to ensure that they are timely, accurate and efficient under normal and potentially disruptive conditions. Management of IT and Enterprise Architecture
- ii. An audit to verify that IT management has developed an organizational structure and procedures to ensure a controlled and efficient environment. To evaluate measures in place for business continuity

and the ability to recover, System's data in case of a disaster affecting the current IT systems and assets.

- iii. Employee control: to evaluate employee awareness on information security.
- iv. Cyber security: to assess inherent cyber security risks, threats and propose mitigation measures. In addition, the task to be performed includes a comprehensive Information Systems and Cyber security System covering various key processes and procedures but are not limited to:-
 - a) **Documentation and Inventory**:- Verification of documentation of the systems;
 - b) **Data communication/Network controls** – the audit must include controls on Network Administration, WAN Management, Encryption, Connection Permissions fallback mechanism, remotes access, hardware based signing process and incidences of access violations.
 - c) **General Controls for Data and Control Centers** – the audit should include Database & Application access, segregation of duties, maintenance access, physical access permissions, logging, exception reporting & alerts. Environmental controls, fault resolution mechanism, folder sharing and back-up controls to safeguard critical information on local desktops.
 - d) **Application controls**, administration of user access, application change control and backup and recovery to assure reliability, integrity and availability of the data.
 - e) **Compliance Audit** - Established controls present for network security processes for detecting network anomalies, attacks and other vulnerabilities that can cause harm to the sensitive information systems.
 - f) **Asset Configuration management**: perform penetration tests to confirm that the systems are well configured. The penetration tests aim at identifying the vulnerabilities and providing mitigation recommendations.

Task 3: Detailed analysis on mitigation measures in place, the successful consultant shall identify existing intervention measures under implementation and propose potential areas of improvement.

Task 4: **Development of a methodology for carrying out future information security risk assessment.** The successful consultant shall establish a complete methodology for the risk assessment on cyber security in the banking sector. This methodology shall take into account the use cases and the threat scenarios, as well as the impact and likelihood of each scenario. The risk assessment shall result in a ranking of risks to the banking system.

Task 5: **Identification of additional mitigation measures for each of the risks selected under task 4 development of specific mitigating will be required costs.** Those mitigating measures will be assessed with regards to their usefulness and effectiveness for mitigating the risk and a well-balanced cost benefit analysis shall be taken into consideration.

Task 6: **Recommendation Based on the results of tasks 1 – 5** the successful consultant shall recommend further actions with regards to the identified risks and analyzed mitigation measures. Those recommendations can relate to actions, which can be implemented within the sector and without any institutional intervention, actions to be implemented within different institutions in the banking sector

Task 7: **Mapping the recommendations.** The consultant must then Map the recommendations to relevant regulations, codes, guidelines and standards within the banking sector. Note: In their offers, the consultants shall develop a detailed explanation on how are they planning to perform these tasks and produce; the deliverables within the proposed timeline. In this sense, the proposals shall present the methodology, describe the planned activities, and provide information on the resources envisaged. In addition, the consultants are expected to identify and assess potential risks that may occur during the duration of the contract and propose appropriate measures to mitigate them.

5.4 Deliverables

The deliverables shall include (not limited) the following:

- a. Comprehensive information and cyber security policy and procedures including the following among others; A practical framework to guide cyber security efforts;

- b. Guidelines on Cyber security framework implementation and mitigation of existing risks; How Cyber security framework and best practices can be used to optimize and secure the banking sector's cyber space.
- c. A report on the status of cyber security in the Banking sector as well as any identified gaps.
- d. A presentation to stakeholders on the objectives, methodology, detailed analysis, findings, lessons and actionable recommendations and approaches in relation to future cyber security efforts.
- e. A report with recommendations and implementation matrix.
- f. A report mapping the recommended practical cyber security framework to the banking sector, regulations, codes, guidelines and standard conditions.

5.5 Methodology to be followed

As a general principle, the methodology should respect the principles of objectivity, reliability and evidence based assessment. More specifically the consultants will take account of the following:

1. The choice and detailed description of the methodology of the task mentioned in this proposal Specifications will form part of the offer submitted.
2. The project will be based on recognized techniques and be conducted in such a way that the results are supported by evidence and rigorous analysis.
3. Soundness and robustness of the analysis will be ensured and justified.
4. A quantitative analysis is preferred, while recourse to merely qualitative considerations will have to be duly justified.

5.6 Time Schedules

1. Execution of the tasks will start on the date on which the Contract enters into force. The duration of the tasks shall not exceed **1 month**
2. The consultant shall decide how to organize the resources to meet the objectives, tasks and deliverables within that timeframe.
3. In principle, the deadlines set out below cannot be extended. The Consultant is deemed solely responsible for delays occasioned by sub-consultants or other third parties. Adequate resources and appropriate organization of the work including management of potential delays should be put in place in order to observe the agreed upon timelines.
4. The consultant to provide the detailed work plan.

5.7 BIDDER QUALIFICATION REQUIREMENTS

GUSII MWALIMU SACCO LTD requires a reputable and experienced firm to carry out systems audit and Cyber security Audit for industry critical infrastructure. The Firm will be required to submit the following:-

1. Company profile indicating the nature of Cyber security Audits undertaken and development of industry guideline.
2. References of three (3) corporate who have successfully undergone a similar assignment.
3. At least three (3) reference letters from corporate Gusii Mwalimu Sacco where the firm has successfully undertaken similar assignments.
4. Detailed CVs for a team leader with at least eight (5) years' experience undertaking development of industry guidelines assignments. The team leader should have a degree in information sciences or other relevant field.
5. Detailed CVs for one (1) cyber security expert who will undertake the assignment. The expert should have at least 3 years and must have undertaken at least five (5) assignments in cyber security audits. Further, the expert should have the relevant certificates that indicate skills and training in cyber security audits of the nature proposed in the proposal. The expert shall be a university degree holder preferably in computer science or its equivalent.
6. Detailed CVs for one (1) Industrial Control Systems expert (e.g. SCADA) supervisory control and data acquisition) who will undertake the assignment. The expert should have 5 (five) years' experience and must have undertaken at least five (5) similar assignments. Further, the expert should have the relevant certificates that indicate skills and training in Industrial Control Systems.

7. The methodologies to be used to successfully undertake the assignment
8. A detailed work plan on how the milestones of the Audit will be achieved.
9. Methods and tools for measuring and monitoring effectiveness of the Audit.

It is envisaged that the constancy will be completed within two months GUSII MWALIMU SACCO LTD will provide the following inputs:-

5.8 ADMINISTRATIVE AND REPORTING FRAMEWORK

- Relevant reference material.
- Facilitate access to their systems and other necessary documents for the assignment.
- Facilitate access to appropriate hardware and software's
- Working area for project consultants.

5.9 TERMS OF PAYMENT

1. The payment will be made in Kenyan shillings or currency of the proposal
2. Payment shall be tied to deliverables as per below schedule
3. Be made according to conditions of the contract

SN	Description	Payment Amount
1	Upon delivery of inception report the Scope, nature, timing and extent of work to be performed and Work Plan.	20%
2	Upon delivery of draft report and presentation to management	30%
3	Upon delivery of an acceptable Final Report, Final codes ,guidelines and standard conditions and discussion with the Senior Management	50%

5.10 EVALUATION CRITERIA

A. Mandatory requirements

NO.	REQUIREMENTS	YES/NO
1	Certificate of Registration/Incorporation	
2	KRAPIN Certificate	
3	Duly filled, signed and stamped confidential business questionnaire (attached format)	
6	Name of partners(for partnerships)	
7	Business contact information (telephone/mobile numbers and email address)	
8	Postal address	
9	Physical address	
10	Tax Compliance certificate	
11	Business permit/License (from county government where business is registered)	
12	County of operation	

5.11 TECHNICAL EVALUATION CRITERIA

This will be based on the technical proposals submitted in accordance to the forms provided and the following criteria shall be used:-

	CRITERIA	SCORE
	<p>1) Specific experience of the firm related to the assignment past (5) years Firm shall provide at least 3 referees/institutions and 3 reference letters where they have undertaken similar assignment successfully, preferably in the public sector. Including contact persons, in the format prescribed in the “format of firm’s references form “In this document.</p>	12 (marks)
	<p>2) Adequacy of the proposed work planned methodology in responding to the terms of reference Consultant shall provide in details, the proposed assignment approaches, specific time frames and implementation strategies, in line with the terms of reference.</p> <p>(i) Understanding of the assignment (ii) Innovation of the approach (iii) Clarity of the proposed methodology</p>	<p>5 marks 5 marks 10 marks</p>
	<p>i. Qualifications and competence of the key staff for the Assignment.</p> <p>a) PERSONNEL</p> <p>b) Team leader c) Technical staff d) Support staff</p> <p>i. He/She shall also provide key assignments undertaken with reference contacts. ii. At least five (5) years’ experience undertaking development of industry guidelines assignments and degree.</p> <p>b) Cyber Security Expert</p> <p>i. At least 3 years’ experience and must have undertaken at least five (5) assignments in cyber security audits and relevant certificates that indicate skills and training in cyber security audits.</p>	<p>20 marks 18 marks</p>
	Total points	70 Marks

Note: Key staff on the assignment should have participated in the assignments conducted at the references quoted.

Bids that score equal to or above 70% in the Technical evaluation stage will proceed to financial evaluation stage. Bids that score less than 70% shall be treated as non-responsive and will not be evaluated further.

Financial Evaluation (weight = 30)

Financial Score = Lowest bid * 30 / Bid Under consideration

5.12 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you;

- a. Please acknowledge receipt of this letter of notification signifying your acceptance.
- b. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

5.13 ANTI-FRAUDULENT PRACTICE DECLARATION

We (*insert name of the company/supplier*).....declare and guarantee that no person in or organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name.....
.....

Signature: (person authorized).....

Date.....

Stamp

6.0 OBLIGATIONS OF THE CONSULTANT

The consultant shall perform the services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The consultant shall always act, in respect of any matter relating to this contract or to the services, as faithful adviser of Gusii Mwalimu Sacco and shall at all times support and safeguard The Sacco's legitimate interests in any dealing with sub consultants or third parties.

6.1 Prohibition

Neither the consultant nor his sub-consultant(s) nor their personnel shall engage, either directly or conflicting in directly in any of the following activities: activities; during the term of this contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this contract; or After the termination of this contract, such other activities as may be specified in the SC (summary of costs)

6.2 Confidentiality

The consultant, his sub consultant(s) and the personnel of either of them shall not, either during the term of this contract or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract or the Sacco's business or operations without the prior written consent of the Sacco.

6.6 Insurance

The consultant will be responsible for taking out any appropriate insurance coverage.

6.7 Documents

All plans, drawings, specifications, designs, reports prepared by the consultant shall become and remain the property of Gusii Mwalimu Sacco upon termination or expiration of the consultant's contract. All such documents and software to be submitted to the Sacco. The consultant may retain a copy of such documents and software. Neither party shall use these documents for purposes unrelated to this contract without the prior approval of the other party.

7.0 OBLIGATIONS OF THE SACCO

7.1 Assistance and Exemptions

Gusii Mwalimu Sacco shall use her best efforts to ensure that it provides the consultant such assistance and exemptions as may be necessary for due performance of this contract.

7.2 Change in the applicable law

If after the date of this contract, there is any change in the laws of Kenya with respect to taxes and duties which increases or decreases the cost of the services rendered by the consultant, then the remuneration and reimbursable expenses otherwise payable to the consultant under this contract shall be increased or decreased accordingly by agreement between the parties and corresponding adjustments shall be made to the amounts referred.

7.3 Services and facilities

The Sacco shall make available to the consultant the services and facilities listed under appendix.

7.4 PAYMENTS TO THE CONSULTANT

7.4 .1 Lump-Sum Remuneration

The consultant's total remuneration shall not exceed the contract price and shall be a fixed lump-sum including all staff costs, sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the consultant in carrying out the services described in Appendix A.

7.5 Payment for Additional Services

For the purposes of determining the remuneration due for additional services as may be agreed.

7.6 Terms and Conditions of Payment;

Payments will be made to the account of the consultant and according to the payment schedule stated in the summary of costs. Unless otherwise stated in the summary of costs, the first payment shall be made against the provision by the consultant of a bank guarantee for the same amount and shall be valid for the period stated in the summary of costs.

Any other payment shall be made after the conditions listed in the SC for such payment has been met and the consultant has submitted an invoice to the Sacco specifying the amount due.

7.9 SETTLEMENT OF DISPUTES

7.9.1 Amicable Settlement.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

7.9.2 Dispute Settlement

Any dispute between the parties as to matters arising pursuant to this contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

7.9.3 Law governing the contract

The contract shall be governed by the laws of Kenya and the language of the contract shall be English language.

7.9.4 Conflict of Interests

i. Sacco Staff and Board of Director

All Sacco staff, board members and any officer of Mwalimu Sacco Society and their immediate family members are prohibited from participating in this contract

ii. Consultant

- a) For a period of two years after the expiration of this contract, the consultant shall not engage and shall cause his personnel as well as his sub consultant(s) and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the client on this contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- b) Where the consultant as part of the Services has the responsibility of advising the Sacco on the procurement of goods, works or services, the consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Sacco. Any discounts or commissions obtained by the consultant in the exercise of such procurement shall be for the account of the Sacco.