



MASINDE MULIRO UNIVERSITY OF SCIENCE & TECHNOLOGY (MMUST)

STAFF RETIREMENT BENEFITS SCHEME (MMUST SRBS)

TENDER NO. MMUST-SRBS/T/01/2025

TENDER DOCUMENT FOR

**SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING,
COMMISSIONING AND SUPPORT OF PENSION ADMINISTRATION ENTERPRISE
RESOURCE PLANNING (ERP) SOFTWARE SOLUTION**

DATE OF NOTICE: 11th November 2025

CLOSING DATE: 28th November 2025

Issued by:

MMUST STAFF RETIREMENT BENEFITS SCHEME (MMUST SRBS)

P.O. Box 190-50100, Kakamega, Kenya

Email: pensions@mmust.ac.ke

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INVITATION TO TENDER (ITT)

MMUST STAFF RETIREMENT BENEFITS SCHEME

P.O. Box 190 – 50100, Kakamega, Kenya.

CONTRACT NAME AND DESCRIPTION:

Supply, Installation, Implementation, Testing, Training, Commissioning and Support of Pension Administration Enterprise Resource Planning (ERP) Software Solution.

Masinde Muliro University of Science and Technology Staff Retirement Benefits Scheme (MMUST SRBS) invites sealed tenders from eligible, qualified, and interested firms for the **Supply, Installation, Implementation, Testing, Training, Commissioning and Support of Pension Administration ERP Software Solution.**

Tendering will be conducted under the **Open National Competitive Method** using a **standardized tender document**, and is open to all eligible bidders as defined in the Public Procurement and Asset Disposal Act (PPADA), 2015.

Interested tenderers may obtain further information and inspect the tender documents from the **MMUST SRBS Offices**, located at **MMUST Main Campus**, during normal working hours.

A complete set of tender documents may be purchased upon payment of a **non-refundable fee of Kshs. 1,000.00**, or downloaded **free of charge** from the **Public Procurement Information Portal (PPIP)** at <https://tenders.go.ke>

Tenderers downloading the documents must immediately notify the Scheme via **pensions@mmust.ac.ke** to facilitate any further clarifications or addenda.

Completed tender documents shall be enclosed in plain sealed envelopes, clearly marked:

TENDER NO. MMUST-SRBS/T/01/2025

**SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING,
COMMISSIONING AND SUPPORT OF PENSION ADMINISTRATION ERP
SOFTWARE SOLUTION**

and deposited in the **Tender Box** at the MMUST Main Campus, **on or before 28th November 2025 at 2.00 p.m.**

Electronic tenders will **not** be permitted.

All tenders must be delivered in **one (1) original and one (1) copy**, properly filled in and enclosed in plain sealed envelopes, and addressed to:

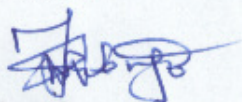
The Chairperson

MMUST Staff Retirement Benefits Scheme
Masinde Muliro University of Science & Technology
P.O. Box 190-50100, Kakamega, Kenya.
Email: pensions@mmust.ac.ke

Tenders will be opened **immediately thereafter** at the **MMUST Boardroom** in the presence of tenderers or their representatives who choose to attend.

Prices quoted shall be **gross (inclusive of all taxes)**, expressed in **Kenya Shillings**, and valid for **120 days** from the tender closing date.

Tenderers must submit a **Tender Security** of **Kshs. 400,000** in the form of a **Bank Guarantee** or **Insurance Company Guarantee** from a firm approved by the **Insurance Regulatory Authority (IRA)**, valid for **150 days** from the tender opening date, in the format provided in the tender document.



Signed:

Comm. Prof. Joseph Nasongo, PhD
Chairperson, Board of Trustees
MMUST Staff Retirement Benefits Scheme

PART 1 – TENDERING PROCEDURES

SECTION I – INSTRUCTIONS TO TENDERERS (ITT)

1. General

1.1 Scope of Tender

The Masinde Muliro University of Science and Technology Staff Retirement Benefits Scheme (MMUST SRBS), as indicated in the Tender Data Sheet (TDS), issues this Tender Document for the **Supply, Installation, Implementation, Testing, Training, Commissioning and Support of Pension Administration Enterprise Resource Planning (ERP) Software Solution.**

The name, identification and number of this tender are specified as:

Tender No. MMUST-SRBS/T/01/2025.

1.2 Definitions

Unless otherwise stated, throughout this Tender Document, definitions and interpretations shall be as prescribed in the **General Conditions of Contract (GCC).**

- “In writing” means communication by letter, email, or fax with proof of receipt.
 - “Day” means a calendar day unless otherwise specified as a “Business Day.”
 - “Information System” refers to Information Technology hardware, software, and related services forming part of the contract scope.
-

1.3 Fraud and Corruption

MMUST SRBS requires compliance with **Section 62 of the Public Procurement and Asset Disposal Act (PPADA) 2015** — *Declaration not to engage in corruption.*

All Tenderers shall sign the *Declaration Form* confirming that neither the Tenderer nor its subcontractors are debarred from participating in public procurement and that they shall not engage in corrupt or fraudulent practices.

The Scheme also requires compliance with the **Competition Act 2010** regarding collusive practices. Any tenderer found to have engaged in collusion shall be disqualified and reported to the relevant authorities.

1.4 Eligible Tenderers

1. A Tenderer may be a private entity, state-owned enterprise, or institution.
 2. Public officers, their spouses, children, parents, or business associates are **not eligible** to tender or to be awarded a contract.
 3. A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified.
 4. Joint Ventures (JVs) are permitted; all members shall be jointly and severally liable and shall designate an authorized representative.
 5. A firm or individual debarred from participating in public procurement by the **Public Procurement Regulatory Authority (PPRA)** shall be ineligible.
 6. Tenderers must demonstrate legal and financial autonomy and the ability to perform under commercial law.
-

1.5 Eligible Goods and Services

Goods and services supplied under this contract may originate from any eligible country. "Origin" means the place where goods are produced or assembled into a commercially recognized product.

Goods, works, or services declared harmful to human health or the environment by competent authorities shall not be eligible for procurement under this contract.

2. Contents of the Tendering Document

2.1 Sections of the Tender Document

This Tender Document comprises the following Parts and Sections:

- **Part 1 – Tendering Procedures**
 - Section I – Instructions to Tenderers (ITT)
 - Section II – Tender Data Sheet (TDS)
 - Section III – Evaluation and Qualification Criteria
 - Section IV – Tendering Forms
 - **Part 2 – Scheme Requirements**
-

- Section V – Technical and Functional Requirements
 - Section VI – Implementation Schedule
 - **Part 3 – Contract**
 - Section VII – General Conditions of Contract (GCC)
 - Section VIII – Special Conditions of Contract (SCC)
 - Section IX – Contract Forms
-

2.2 Clarification of Tender Documents

A Tenderer requiring any clarification of the Tender Document shall contact MMUST SRBS in writing at pensions@mmust.ac.ke no later than **seven (7) days before the tender closing date**.

MMUST SRBS shall respond in writing to all such requests and share any addenda or clarifications with all Tenderers. Clarifications and addenda will also be posted on the **PPIP portal** (<https://tenders.go.ke>)

2.3 Amendment of Tender Document

MMUST SRBS may, for any reason, amend the Tender Document by issuing addenda before the deadline for submission of tenders.

Addenda shall form part of the Tender Document and be communicated to all Tenderers who have obtained the document.

3. Preparation of Tenders

3.1 Cost of Tendering

The Tenderer shall bear all costs associated with preparing and submitting its Tender. MMUST SRBS shall not be liable for such costs, regardless of the outcome of the tendering process.

3.2 Language of Tender

All Tender documents and correspondence shall be in **English**. Supporting documents in another language must be accompanied by a certified English translation.

3.3 Documents Comprising the Tender

The Tender submitted by the Tenderer shall comprise the following:

1. Form of Tender and Price Schedules.
 2. Tender Security or Tender-Securing Declaration.
 3. Authorization to sign the Tender.
 4. Documentary evidence of eligibility and qualifications.
 5. Documentary evidence of conformity of the proposed system with technical specifications.
 6. Completed Confidential Business Questionnaire.
 7. Duly signed Certificate of Independent Tender Determination.
 8. Declaration that the Tenderer is not debarred.
 9. Any other document required in the **Tender Data Sheet (TDS)**.
-

3.4 Tender Prices and Currencies

- Prices shall be quoted in **Kenya Shillings (KES)**.
 - Prices shall be **inclusive of all applicable taxes**.
 - Prices quoted shall remain **fixed for 120 days** from the date of tender opening.
 - Any tender subject to price adjustment shall be rejected as non-responsive.
-

3.5 Tender Validity Period

Tenders shall remain valid for **120 days** from the deadline for submission. MMUST SRBS may request an extension of the validity period, which Tenderers may accept or decline without forfeiting their tender security.

4. Submission and Opening of Tenders

4.1 Sealing and Marking of Tenders

1. The Tenderer shall prepare **one original** of the tender, clearly marked "**ORIGINAL**", and **one copy**, clearly marked "**COPY**."
2. The Tenderer shall place the original and copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." These envelopes shall then be enclosed in one single envelope.
3. The inner and outer envelopes shall:

- Be addressed to **The Chairperson, MMUST Staff Retirement Benefits Scheme, P.O. Box 190–50100, Kakamega, Kenya.**
 - Bear the tender reference number **MMUST-SRBS/T/01/2025** and title of the tender.
 - Be clearly marked **“DO NOT OPEN BEFORE 28th NOVEMBER 2025 AT 2:00 P.M.”**
4. If the outer envelope is not sealed and marked as instructed, MMUST SRBS shall not assume responsibility for misplacement or premature opening of the tender.
-

4.2 Deadline for Submission of Tenders

1. Tenders must be received by MMUST SRBS at the address specified above **no later than 28th November 2025 at 2:00 p.m.**
 2. MMUST SRBS may extend the deadline by issuing an addendum; any tender received after the deadline shall be returned unopened.
-

4.3 Late Tenders

Tenders received after the submission deadline shall be rejected and returned unopened to the Tenderer.

4.4 Modification, Substitution and Withdrawal of Tenders

1. A Tenderer may modify, substitute, or withdraw its tender before the submission deadline by giving notice in writing.
 2. The notice shall be clearly marked *“Modification,” “Substitution,”* or *“Withdrawal.”*
 3. No tender may be modified after the deadline for submission.
 4. Withdrawal of a tender after the deadline shall result in forfeiture of the tender security.
-

5. Opening and Evaluation of Tenders

5.1 Opening of Tenders

1. MMUST SRBS shall open all tenders received before the deadline at **2:00 p.m. on 28th November 2025**, in the **MMUST Boardroom**.
 2. Tenderers or their representatives may attend the opening.
 3. During the opening, the following shall be read out:
-

- Name of the Tenderer
 - Tender price (total or summary of totals)
 - Presence or absence of a Tender Security
 - Any discounts offered
4. No tender shall be rejected at opening except those late or withdrawn.
-

5.2 Confidentiality

1. Information relating to the examination, evaluation, and comparison of tenders shall not be disclosed to Tenderers or other persons not officially involved in the process until the award is announced.
 2. Attempts by a Tenderer to influence the evaluation process may result in rejection of its tender.
-

5.3 Clarification of Tenders

MMUST SRBS may seek clarification of a tender in writing. No change in prices or substance of the tender shall be sought or permitted except to confirm corrections of arithmetic errors.

5.4 Preliminary Examination for Determination of Responsiveness

1. Prior to detailed evaluation, MMUST SRBS shall determine whether each tender:
 - Meets eligibility criteria;
 - Has been properly signed;
 - Is accompanied by required documentation;
 - Is substantially responsive to the Tender Document.
 2. A substantially responsive tender is one that conforms to all terms, conditions, and specifications without material deviation or omission.
 3. Non-responsive tenders shall be rejected.
-

5.5 Correction of Arithmetic Errors

1. If there is a discrepancy between the unit price and total price, the unit price shall prevail.
 2. Errors in totals shall be corrected by MMUST SRBS, and the Tenderer notified in writing.
 3. If the Tenderer does not accept the correction, its tender shall be rejected.
-

5.6 Conversion to Single Currency

All prices shall be expressed in **Kenya Shillings (KES)**. Any foreign currency shall be converted to KES using the **Central Bank of Kenya exchange rate** prevailing seven (7) days prior to tender opening.

5.7 Evaluation and Comparison of Tenders

Evaluation shall be conducted in three sequential stages:

1. **Preliminary Examination (Mandatory Requirements)**
2. **Technical Evaluation**
3. **Financial Evaluation**

Details of the evaluation criteria shall be as described in **Section III – Evaluation and Qualification Criteria**.

SECTION II – TENDER DATA SHEET (TDS)

This **Tender Data Sheet (TDS)** complements, amends, or supplements the provisions of the **Instructions to Tenderers (ITT)**. Whenever there is a conflict between the ITT and the TDS, the provisions of the TDS shall prevail.

A. General

Reference to ITT	Details / Amendments
ITT 1.1	The Procuring Entity is Masinde Muliro University of Science and Technology Staff Retirement Benefits Scheme (MMUST SRBS) .
ITT 1.2	The name of the Contract is Supply, Installation, Implementation, Testing, Training, Commissioning and Support of Pension Administration Enterprise Resource Planning (ERP) Software Solution .
ITT 1.3	Tender reference number: MMUST-SRBS/T/01/2025 .
ITT 1.4	The tender is open to all eligible bidders as defined under the Public Procurement and Asset Disposal Act (PPADA) 2015 and its Regulations.

Reference to ITT	Details / Amendments
ITT 1.5	The Project Location is at MMUST SRBS Offices, Masinde Muliro University of Science and Technology Main Campus, Kakamega, Kenya.
ITT 1.6	The Scheme does not anticipate advance payments under this contract.

B. Contents of Tendering Document

Reference	Details
ITT 2.1	The Tender Document comprises all sections listed in the Table of Contents.
ITT 2.2	Requests for Clarification may be submitted via email to: pensions@mmust.ac.ke , not later than seven (7) days before the closing date.
ITT 2.3	Any addenda or clarifications shall be posted on the Public Procurement Information Portal (https://tenders.go.ke) and emailed to all tenderers who registered their interest.

C. Preparation of Tenders

Reference	Details
ITT 3.1	Tenderers shall bear all costs related to the preparation and submission of tenders.
ITT 3.2	The tender, correspondence, and all related documents shall be in English .
ITT 3.3	Documentary evidence of eligibility, legal status, financial capacity, and experience is required.
ITT 3.4	Tender prices shall be quoted in Kenya Shillings (KES) and be inclusive of all taxes and duties .
ITT 3.5	Tenders shall remain valid for 120 days after the deadline for submission.
ITT 3.6	The Tender Security required is Kshs. 400,000 (Kenya Shillings Four Hundred Thousand only) in the form of a Bank Guarantee or Insurance Guarantee issued by an institution approved by the Insurance Regulatory Authority (IRA) . The validity period shall be 150 days from the date of tender opening.
ITT 3.7	A pre-tender site visit or meeting is not applicable for this procurement.

D. Submission and Opening of Tenders

Reference	Details
ITT 4.1	Tenderers shall submit one (1) original and one (1) copy of the tender in plain sealed envelopes, clearly marked as per ITT 4.1.
ITT 4.2	The deadline for tender submission is Friday, 28th November 2025, at 2:00 p.m.

Reference	Details
ITT 4.3	The address for submission is: The Chairperson, MMUST Staff Retirement Benefits Scheme, P.O. Box 190–50100, Kakamega, Kenya.
ITT 4.4	Tenders shall be opened immediately thereafter in the presence of bidders or their representatives at the MMUST Boardroom.

E. Evaluation and Comparison of Tenders

Reference	Details
ITT 5.1	Evaluation will be carried out in three stages: (i) Mandatory/Preliminary, (ii) Technical, and (iii) Financial.
ITT 5.2	The criteria and scoring methodology are detailed in Section III – Evaluation and Qualification Criteria.
ITT 5.3	The successful tenderer shall be the one with the highest combined technical and financial score and meeting all mandatory requirements.
ITT 5.4	The Scheme may seek clarification from any tenderer to verify submitted information but will not permit changes to tender price or substance.
ITT 5.5	The Scheme reserves the right to accept or reject any tender, and to annul the process at any time prior to contract award without liability.

F. Award of Contract

Reference	Details
ITT 6.1	Award shall be made to the tenderer whose tender is determined to be responsive, lowest evaluated, and substantially compliant with all terms.
ITT 6.2	Notification of award shall be made in writing to the successful tenderer before expiry of tender validity.
ITT 6.3	The successful tenderer shall be required to sign the contract within 14 days of notification and provide a Performance Security of 10% of the contract price.
ITT 6.4	The contract duration for implementation and commissioning shall not exceed six (6) months from the date of signing.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

A. General

Tender evaluation shall be carried out in **three sequential stages** in accordance with the **Public Procurement and Asset Disposal Act (PPADA) 2015** and the associated Regulations:

1. **Preliminary (Mandatory) Evaluation**
2. **Technical Evaluation**
3. **Financial Evaluation**

Only tenderers who **pass each stage** shall proceed to the next stage of evaluation.

B. Preliminary Evaluation (Mandatory Requirements)

The purpose of this stage is to determine whether the Tenderer meets the eligibility requirements and has submitted all the mandatory documentation.

Failure to submit **any** of the following shall result in **automatic disqualification**.

No.	Mandatory Requirement	Compliance (Yes/No)
1	Copy of Certificate of Incorporation/Registration	
2	Valid Tax Compliance Certificate issued by KRA	
3	Valid Business Permit	
4	Duly filled and signed Form of Tender	
5	Duly filled Price Schedule	
6	Duly filled Confidential Business Questionnaire (CBQ)	
7	Duly signed Certificate of Independent Tender Determination	
8	Duly filled and signed Declaration Form (Anti-Corruption and Debarment)	

No.	Mandatory Requirement	Compliance (Yes/No)
9	Valid Tender Security of Kshs. 400,000 in the prescribed format and validity	
10	Tender submitted in one (1) original and one (1) copy , properly bound and paginated	
11	Evidence of at least three (3) previous contracts for similar assignments	
12	Tender document serialized and paginated as per PPADA requirements	

Note:

Only tenderers who meet **all mandatory requirements** shall proceed to **Technical Evaluation**.

C. Technical Evaluation Criteria

This stage evaluates the Tenderer's technical capacity, experience, and proposed solution's conformity to the Scheme's requirements.

Tenderers must score **at least 75%** to qualify for Financial Evaluation.

No.	Evaluation Criteria	Maximum Score
1	Company Experience: Proven experience in implementing Pension Administration or ERP Systems for at least three (3) institutions of similar size. Attach evidence (contracts or completion certificates).	15
2	Proposed Solution: Demonstrated functional fit of the ERP solution to pension administration processes (member registration, contributions management, benefits processing, accounting integration, reporting, compliance tracking).	25
3	Project Implementation Plan: Detailed methodology showing timelines, deliverables, risk management, and resource allocation.	15
4	Key Personnel: Qualifications and experience of project team — Project Manager, Systems Analyst, Database Administrator, Trainer, and Support Engineer (attach CVs and certifications).	15
5	Training and Knowledge Transfer Plan: Clear and structured training program for Scheme staff and system administrators.	10
6	System Support and Maintenance: Post-implementation support plan, Service Level Agreement (SLA), and local support structure.	10

No.	Evaluation Criteria	Maximum Score
7	System Demonstration/Proof of Concept: Ability to demonstrate similar system functionality upon request by the evaluation committee.	10

Total Score: 100 Marks

Minimum Score to Qualify for Financial Evaluation: 75 Marks

D. Financial Evaluation Criteria

1. Only tenders that achieve **at least 75%** at the Technical Evaluation stage shall proceed to Financial Evaluation.
2. Evaluation shall include the following checks:
 - o Correctness of arithmetic calculations.
 - o Consistency between unit prices and totals.
 - o Verification of price inclusivity (all applicable taxes).
3. The **lowest evaluated tender** shall be determined based on:
 - o Compliance with all technical and financial requirements.
 - o Reasonableness of price in relation to the market rate and Scheme budget.

The **final ranking** shall be based on a combined score approach:

Final Score (FS) = (Technical Score × 0.80) + (Financial Score × 0.20)

The tenderer with the **highest Final Score (FS)** shall be recommended for award, subject to successful due diligence.

E. Post-Qualification and Due Diligence

1. MMUST SRBS shall conduct due diligence to confirm the authenticity of documents and claims made in the tender.
 2. This may include reference checks with clients, physical site visits, or verification of statutory compliance.
 3. If the successful tenderer fails post-qualification verification, the next ranked bidder may be considered.
-

F. Award of Contract

1. The successful tenderer shall be notified in writing and required to sign the contract within **14 days** of notification.
2. The tenderer shall provide a **Performance Security of 10%** of the total contract value in the prescribed form.
3. Failure to sign the contract or provide the required security shall lead to forfeiture of tender security and award to the next ranked bidder.

SECTION IV – TENDERING FORMS

(To be completed by the Tenderer and returned as part of the tender submission.)

1. Form of Tender

Tender No.: MMUST-SRBS/T/01/2025

To:

The Chairperson
MMUST Staff Retirement Benefits Scheme
P.O. Box 190 – 50100, Kakamega, Kenya

Sir/Madam,

Having examined the Tender Document for the *Supply, Installation, Implementation, Testing, Training, Commissioning and Support of Pension Administration Enterprise Resource Planning (ERP) Software Solution*, we the undersigned, offer to deliver and perform the services in conformity with the said document for the total tender sum of **Kenya Shillings (KES)**
_____ **(in words and figures).**

We undertake, if our tender is accepted, to deliver, install, and commission the system within the timelines specified in the contract.

We agree to abide by this tender for a period of **120 days** from the date fixed for submission, and it shall remain binding upon us until expiration of that period.

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

Dated this ____ day of _____ 2025.

Signature & Stamp of Tenderer _____

Name of Tenderer _____

Authorized Representative _____

Designation _____

Address _____

2. Confidential Business Questionnaire (CBQ)

(To be filled by all Tenderers pursuant to the Public Procurement Regulations.)

1. Name of Business: _____
2. Location of Business: _____
3. Nature of Business: _____
4. Registration No.: _____
5. PIN No.: _____
6. Tax Compliance Certificate No.: _____
7. Contact Person & Telephone: _____
8. Email Address: _____
9. Names of Directors/Partners/Sole Proprietor:

Name	ID/Passport No.	Nationality	Shares (%)

Declaration:

I/We certify that the information given above is correct and that business ownership has not changed since registration.

Name _____

Signature _____

Date _____

3. Tender Security Form

(Bank Guarantee / Insurance Guarantee)

Tender No.: MMUST-SRBS/T/01/2025

We _____ (name of Bank/Insurer) of _____
(address) hereby undertake to pay to MMUST Staff Retirement Benefits Scheme the sum of Kshs. 400,000 (Four Hundred Thousand Only) upon receipt of first written demand without cavil or argument in case the Tenderer:

1. Withdraws its tender during the period of tender validity; or
2. Fails to sign the contract or furnish the required Performance Security.

This guarantee shall remain valid for 150 days from the date of tender opening.

Signed and sealed at _____ this _____ day of _____ 2025.

Signature of Bank/Insurer Official _____

Name and Title _____

Official Stamp _____

4. Certificate of Independent Tender Determination

I/We, the undersigned, in submission of this tender, declare that:

1. This tender has been developed independently and without collusion with any other tenderer;

2. Prices quoted have not been and will not be disclosed to any competitor before opening;
and
3. No attempt has been made to influence the tender process.

Name of Tenderer _____

Signature _____

Date _____

5. Anti-Corruption & Debarment Declaration Form

I/We declare that I/We have not been debarred from participating in public procurement by the Public Procurement Regulatory Authority (PPRA) and that no corrupt or fraudulent practice has been engaged in connection with this tender.

Name of Tenderer _____

Authorized Signature _____

Date _____

6. Form of Written Power of Attorney

(To be completed by the Tenderer appointing an Authorized Representative.)

We _____ (Name of Tenderer) hereby appoint
_____ (Name of Authorized Representative) to sign, initial and
submit the tender and to execute any subsequent contract agreement on our behalf.

Name _____

Signature of Principal _____

Date _____

7. Performance Security Form

(To be used after contract award)

This form of security is to be used for the due performance of the contract, as required under Clause 6.3 of the Tender Data Sheet.

We _____ (Bank/Insurer) hereby guarantee payment to MMUST SRBS of an amount not exceeding 10% of the contract price in case of default by the Contractor.

Signed and sealed this _____ day of _____ 2025.

Signature _____

Name and Title _____

Official Stamp _____

8. Price Schedule Form

Item No.	Description	Quantity	Unit Price (KES)	Total Price (KES)
1	Supply and Installation of Pension Administration ERP Software	1		
2	System Configuration and Customization	1		
3	User Training and Documentation	1		
4	Post-Implementation Support (1 Year)	1		
TOTAL PRICE (INCLUDING ALL TAXES)				KShs. _____

PART 2 – SCHEME REQUIREMENTS

SECTION V – TECHNICAL AND FUNCTIONAL REQUIREMENTS

1. Introduction

Masinde Muliro University of Science and Technology Staff Retirement Benefits Scheme (MMUST SRBS) seeks to procure, install, implement, test, train, commission, and support an **integrated Pension Administration Enterprise Resource Planning (ERP) Software Solution**.

The solution shall automate the Scheme's business processes, enhance efficiency, ensure regulatory compliance, and provide accurate and timely information for decision-making.

2. Objectives of the System

The ERP Solution should:

1. Digitize and automate pension administration functions.
 2. Provide real-time access to member and employer data.
 3. Facilitate accurate computation of benefits and contributions.
 4. Integrate seamlessly with accounting and investment modules.
 5. Enhance transparency, reporting, and compliance with **RBA** and **PPRA** standards.
 6. Support scalability for future growth.
-

3. Functional Modules Required

The system should include, but not be limited to, the following modules:

Module	Core Functionalities
Member Management	Registration, Member Data Updates, Membership History, Beneficiary Management
Contribution Management	Employer Interface, Payroll Import, Contribution Posting, Validation, and Reconciliation

Module	Core Functionalities
Benefits Processing	Automated Benefit Computation, Approvals Workflow, Payment Authorization, History Tracking
Accounting and Finance	General Ledger Integration, Chart of Accounts, Expense Tracking, Financial Reporting
Investments Module	Asset Management, Investment Returns, Risk Tracking, Compliance Reports
Document Management	Digital Archiving, Scanning, Indexing, and Retrieval of Scheme Documents
Compliance & Reporting	RBA Compliance Reports, Actuarial Data Exports, Board & Trustee Reports
System Administration	Role-based Access Control, Audit Trails, Backup & Restore, User Management
Communication Module	SMS and Email Notifications, Member Statements, Alerts, and Reminders
Portal Access	Web-Based Access for Members, Trustees, and Administrators

4. Technical Specifications

The system should meet the following minimum technical requirements:

Specification Area	Minimum Requirement
Architecture	Web-based, multi-tier architecture accessible over secure HTTPS
Database	Relational Database (e.g., PostgreSQL, MySQL, or MS SQL Server)
Operating System Compatibility	Windows Server / Linux (latest stable version)
User Access	Web and mobile access with role-based authentication
Integration Capability	Open APIs for integration with accounting software and payment gateways
Security	Multi-factor authentication, encryption (AES-256), and regular patching

Specification Area	Minimum Requirement
Scalability	Must support at least 5,000 member records and concurrent access
Backup and Recovery	Automated daily backups with off-site replication
Support	Local support presence with Service Level Agreement (SLA)
Training	Comprehensive training for both technical and end users

5. Documentation and Deliverables

The supplier shall provide the following documentation and deliverables:

1. System Requirements Specification (SRS).
2. System Design Document (SDD).
3. User Manuals and Administrator Guides.
4. Configuration and Installation Manuals.
5. System Acceptance Test Report.
6. Training Plan and Materials.
7. Maintenance and Support Plan.

6. Warranty and Support

- The system shall include a **minimum one-year warranty** after acceptance.
- The supplier shall provide **on-site and remote support**, including corrective maintenance and updates.
- A detailed **Service Level Agreement (SLA)** must accompany the tender submission, specifying response and resolution times.

SECTION VI – IMPLEMENTATION SCHEDULE

1. Project Timeline

The entire implementation process is expected to take **not more than six (6) months** from contract signing.

Phase	Activity	Duration (Weeks)	Deliverable
Phase 1	Project Kick-off and Requirements Gathering	2	Signed Project Plan & Requirements Document
Phase 2	System Installation and Configuration	4	Configured ERP Environment
Phase 3	Customization and Data Migration	6	Configured and Populated Database
Phase 4	User Acceptance Testing (UAT)	2	UAT Report and Sign-off
Phase 5	Training of Users	2	Trained Users and Training Report
Phase 6	Go-Live and Handover	2	Go-Live Report and Acceptance Certificate
Phase 7	Post-Implementation Support	52	Monthly Support Reports (Year 1)

2. Responsibilities of the Supplier

The supplier shall:

1. Provide qualified personnel for the project.
2. Ensure timely delivery of software, documentation, and training.
3. Work closely with MMUST SRBS project team to ensure smooth implementation.
4. Provide backup and disaster recovery plans.
5. Maintain confidentiality and data integrity.

3. Responsibilities of MMUST SRBS

The Scheme shall:

1. Provide access to offices, users, and infrastructure as required.
 2. Facilitate meetings, testing, and acceptance processes.
 3. Appoint a Project Manager to coordinate activities.
 4. Ensure timely review and approval of deliverables.
-

4. Acceptance Criteria

The system shall be considered successfully implemented upon:

1. Completion of user training and documentation.
2. Successful User Acceptance Testing (UAT).
3. Delivery of all modules and deliverables.
4. Issuance of a **System Acceptance Certificate** by MMUST SRBS.

PART 3 – CONTRACT

SECTION VII – GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

Unless the context otherwise requires, the following terms shall have the meanings assigned to them:

- “**Contract**” means the agreement entered into between MMUST SRBS and the Supplier for the provision of the ERP Software Solution.
 - “**Supplier**” means the successful Tenderer awarded the contract.
 - “**Contract Price**” means the total amount payable to the Supplier under the contract.
 - “**Services**” means all activities to be performed by the Supplier including installation, configuration, training, and support.
 - “**Day**” means a calendar day.
 - “**Completion**” means the fulfillment of all contract obligations by the Supplier.
-

2. Applicable Law

The contract shall be governed by the **Laws of Kenya**, particularly the **Public Procurement and Asset Disposal Act (PPADA) 2015**, and its associated Regulations.

3. Contract Documents

The documents forming the contract shall be interpreted in the following order of precedence:

1. The Contract Agreement;
 2. The Tender Form and Price Schedule submitted by the Supplier;
 3. The Special Conditions of Contract (SCC);
 4. The General Conditions of Contract (GCC);
 5. The Technical Specifications and Implementation Schedule;
 6. Any other documents forming part of the tender.
-

4. Contract Price

The contract price shall be the price quoted by the Supplier and accepted by MMUST SRBS, inclusive of all taxes and duties, and shall remain fixed for the duration of the contract.

5. Performance Security

The Supplier shall, within fourteen (14) days of contract award, furnish a **Performance Security** equivalent to **10% of the contract price** in the form of a Bank Guarantee or Insurance Guarantee approved by the Insurance Regulatory Authority (IRA).
The Performance Security shall remain valid until successful completion of the project.

6. Payments

1. Payment shall be made in **Kenya Shillings**.
 2. Payment schedule shall be as follows:
 - o 30% upon delivery and installation of software.
 - o 40% upon successful testing, customization, and data migration.
 - o 20% after user training and system acceptance.
 - o 10% upon completion of the warranty period.
 3. All payments shall be made upon submission of certified invoices and acceptance reports.
-

7. Inspections and Tests

MMUST SRBS reserves the right to inspect and test all deliverables to ensure compliance with specifications.
The Supplier shall bear all costs associated with inspection and testing.

8. Delivery and Documents

The Supplier shall deliver the ERP solution and documentation according to the agreed implementation schedule (Section VI).
Delays in delivery may attract penalties as outlined in the SCC.

9. Warranty

The Supplier warrants that the ERP System supplied under this contract shall be free from defects in design, material, or workmanship **for a period of one (1) year** from the date of system acceptance.

10. Liquidated Damages

If the Supplier fails to deliver or complete within the stipulated period, liquidated damages shall apply at the rate of **0.5% of the contract price per week**, up to a maximum of **10%**.

11. Termination for Default

MMUST SRBS may terminate the contract if the Supplier:

1. Fails to perform its obligations;
2. Becomes bankrupt or insolvent;
3. Engages in corrupt or fraudulent practices.

In such cases, MMUST SRBS may procure similar services from another supplier at the defaulting Supplier's risk and cost.

12. Force Majeure

Neither party shall be liable for default if prevented by an event beyond reasonable control such as natural disasters, war, or government restrictions.
The affected party shall notify the other within seven (7) days of such occurrence.

13. Dispute Resolution

Disputes arising from the contract shall be resolved amicably through negotiation.
If unresolved, the dispute shall be referred to **arbitration in Kenya**, in accordance with the **Arbitration Act, 1995**.

14. Confidentiality

The Supplier and its personnel shall treat all information obtained in the course of execution as strictly confidential.

15. Governing Language

All correspondence and documentation shall be in **English**.

16. Notices

All notices shall be in writing and delivered by hand, courier, or registered mail to:

The Chairperson,
MMUST Staff Retirement Benefits Scheme,
P.O. Box 190–50100, Kakamega, Kenya.

SECTION VIII – SPECIAL CONDITIONS OF CONTRACT (SCC)

Clause Reference	Amendment to General Conditions of Contract (GCC)
GCC 2	The law governing this contract shall be the Laws of Kenya .
GCC 5	The Performance Security shall be 10% of the contract price, valid for 60 days beyond the completion period.
GCC 6	Payments shall be made upon satisfactory completion of each project milestone and approval by MMUST SRBS.
GCC 8	Delivery and commissioning must be completed within six (6) months from the date of contract signing.
GCC 9	Warranty period: one (1) year from date of acceptance.
GCC 10	Liquidated damages for late delivery: 0.5% per week up to a maximum of 10%.
GCC 13	Dispute resolution shall follow Arbitration Act (Cap 49, Laws of Kenya) . Venue: Kakamega .
GCC 14	The Supplier shall sign a Non-Disclosure Agreement (NDA) prior to project commencement.
GCC 15	The official communication language is English .
GCC 16	Notices shall be addressed to: The Chairperson, MMUST Staff Retirement Benefits Scheme, P.O. Box 190–50100, Kakamega, Kenya.

SECTION IX – CONTRACT FORMS

1. Form of Agreement

This **Agreement** is made on this _____ day of _____, 2025 between:

**MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY STAFF
RETIREMENT BENEFITS SCHEME (MMUST SRBS),**
of P.O. Box 190–50100, Kakamega, Kenya,
(hereinafter referred to as the “*Procuring Entity*”),

and

_____ of P.O. Box _____ (hereinafter referred to as the “*Supplier*”),

for the **Supply, Installation, Implementation, Testing, Training, Commissioning and
Support of Pension Administration Enterprise Resource Planning (ERP) Software Solution**
(Tender No. MMUST-SRBS/T/01/2025).

1. Contract Price

The total contract price shall be **Kshs.** _____ (**Kenya Shillings**
_____ **only**), inclusive of all taxes and duties, as agreed upon between
the Procuring Entity and the Supplier.

2. Terms of Payment

Payments shall be made as follows:

- 30% upon delivery and installation of the software solution.
- 40% upon successful testing and customization.
- 20% after completion of training and issuance of an acceptance certificate.
- 10% upon completion of the one-year warranty period.

All payments shall be made against certified invoices and completion certificates approved by the Procuring Entity.

3. Performance Security

The Supplier shall furnish a Performance Security of **10% of the contract price**, in the form of a Bank Guarantee or Insurance Guarantee approved by the Insurance Regulatory Authority (IRA).

4. Duration and Completion

The project implementation and commissioning shall be completed within **six (6) months** from the contract signing date.

5. Applicable Law and Dispute Resolution

The contract shall be governed by the **Laws of Kenya**, and disputes arising therefrom shall be resolved through **arbitration in accordance with the Arbitration Act (Cap 49)**, Laws of Kenya.

6. Entire Agreement

This Agreement constitutes the entire understanding between the Procuring Entity and the Supplier and supersedes all prior communications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**SIGNED FOR AND ON BEHALF OF:
MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY STAFF
RETIREMENT BENEFITS SCHEME (MMUST SRBS)**

Signature: _____
Name: **Comm. Prof. Joseph Nasongo, PhD**
Designation: **Chairperson, Board of Trustees**
Date: _____
Official Stamp: _____

IN THE PRESENCE OF:

Name: _____
Signature: _____
Designation: _____
Date: _____

SIGNED FOR AND ON BEHALF OF THE SUPPLIER:

Name of Supplier: _____
Authorized Representative: _____
Designation: _____
Signature: _____
Date: _____
Official Stamp: _____

IN THE PRESENCE OF:

Name: _____
Signature: _____
Designation: _____
Date: _____

2. Performance Security Form

(To be completed by successful tenderer's bank/insurer.)

We, _____ (Name of Bank/Insurer), undertake to pay to MMUST SRBS the sum of Kshs. _____ upon demand, in accordance with Clause 5 of the General Conditions of Contract, in case the Supplier defaults in performance.

This Guarantee shall remain valid until sixty (60) days after completion of the contract.

Signed and sealed this _____ day of _____ 2025.

Signature: _____
Name & Title: _____
Stamp: _____

3. Advance Payment Guarantee (If applicable)

We, _____ (Name of Bank), guarantee payment to MMUST SRBS of Kshs. _____, representing advance payment made to the Supplier under Tender No. MMUST-SRBS/T/01/2025.

This Guarantee shall remain valid until full recovery of the advance payment.

Signed and sealed this _____ day of _____ 2025.

Signature: _____

Name & Title: _____

Stamp: _____

4. Integrity Declaration

We, the undersigned, declare that:

1. We shall not engage in any corrupt or fraudulent practices.
2. We shall avoid conflict of interest in all activities under this contract.
3. We shall comply with all applicable laws, including the PPADA 2015 and RBA guidelines.

Name of Supplier: _____

Authorized Signatory: _____

Designation: _____

Date: _____

APPROVAL PAGE

Approved by:

Comm. Prof. Joseph Nasongo, PhD

Chairperson, Board of Trustees

Masinde Muliro University of Science and Technology Staff Retirement Benefits Scheme
(MMUST SRBS)

Date: 10/11/2025

Signature: 