MHASIBU
DT SACCO SOCIETY LTD
Your Trusted Partner Since 1986

TENDER DOCUMENT

SUPPLY, UPGRADE, CUSTOMISATION, INTEGRATION, TESTING, COMMISSIONING, SUPPORT AND MAINTENANCE OF MICROSOFT DYNAMICS 365 BUSINESS CENTRAL ERP, MOBILE BANKING APPLICATION AND USSD PLATFORM

Tender Particular	Details
Tender Reference	MHS/ICT/ERP-MOBILE/01/2026
Issue Date	27th October 2026
Closing Date and Time	10th November 2026 at 12:00 noon
Submission	One original, one copy and one read-only electronic copy, submitted as specified in the Tender Data Sheet
Contract	One integrated contract; partial bids and separate ERP/mobile bids are not permitted
Contract Period	Fifteen (15) months: three (3) months implementation and twelve (12) months post-go-live support and maintenance at no additional charge.

DOCUMENT CONTROL

Item	Details
Document title	Supply, Upgrade, Customization, Integration, Testing, Commissioning, Support and Maintenance of Microsoft Dynamics 365 Business Central ERP, Mobile Banking Application and USSD Platform
Tender reference	MHS/ICT/ERP-MOBILE/01/2026
Owner	Mhasibu Regulated DT SACCO Society Limited

The ERP upgrade, mobile applications, USSD upgrade, middleware/API integration, data migration, security, training, support and maintenance form one indivisible scope. A tenderer must quote and assume end-to-end responsibility for the complete solution.

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DEFINITIONS AND ABBREVIATIONS

Term	Meaning
AL	Application Language used for Microsoft Dynamics 365 Business Central extensions
API	Application Programming Interface
BC14	Microsoft Dynamics 365 Business Central version 14 / legacy NAV platform currently in use
CRB	Credit Reference Bureau
CRM	Customer Relationship Management system
DR	Disaster Recovery
EDMS	Electronic Document Management System
ERP	Enterprise Resource Planning system
ICTA	Information and Communication Technology Authority of Kenya
IPRS	Integrated Population Registration System
ISMS	Information Security Management System
MFA	Multi-Factor Authentication
ODPC	Office of the Data Protection Commissioner
OEM	Original Equipment Manufacturer / software principal
RPO / RTO	Recovery Point Objective / Recovery Time Objective
RTM	Requirements Traceability Matrix
SACCO	Savings and Credit Co-operative Society
SASRA	Sacco Societies Regulatory Authority
SLA	Service Level Agreement
SRS	Software Requirements Specification
UAT	User Acceptance Testing
USSD	Unstructured Supplementary Service Data
Vendor / Supplier	The successful tenderer and its approved subcontractors

INVITATION TO TENDER

Date of invitation: 27 October 2026

Tender reference: MHS/ICT/ERP-MOBILE/01/2026

Tender name: SUPPLY, UPGRADE, CUSTOMISATION, INTEGRATION, TESTING, COMMISSIONING, SUPPORT AND MAINTENANCE OF MICROSOFT DYNAMICS 365 BUSINESS CENTRAL ERP, MOBILE BANKING APPLICATION AND USSD PLATFORM

1. Mhasibu Regulated DT SACCO Society Limited invites sealed tenders from eligible and qualified firms for the complete integrated upgrade, customization, integration, testing, commissioning, support and maintenance of its Microsoft Dynamics 365 Business Central ERP environment, Android and iOS mobile banking applications and USSD platform.
2. The procurement will result in one contract with one prime contractor accountable for the entire scope. Partial bids, bids for only the ERP component, bids for only the mobile/USSD component and alternative commercial structures are not permitted.
3. Interested tenderers shall register and download the complete tender document free of charge from www.mhasibusacco.com/tenders. Registration enables the Society to issue clarifications and addenda to all known prospective tenderers.
4. Clarification requests shall be submitted in writing to the Chief Executive Officer at the address below or by email to procurement@mhasibusacco.com not later than 6th November 2026 at 5:00 p.m.
5. Responses and any addenda will be issued through the tender webpage and to registered prospective tenderers.
6. Completed Technical and Financial Proposals shall be placed in separate sealed inner envelopes and enclosed in one sealed outer envelope clearly marked with the Tender Reference and Tender Name. The tender shall comprise one original, one copy and one read-only electronic copy on USB media.
7. Tenders must be deposited in the Tender Box at Mhasibu Regulated DT SACCO Society Limited, Absa Towers, 8th Floor, Loita Street, Nairobi, on or before 10th November 2026 at 12:00 noon. Late tenders will be rejected.
8. Tenders will be opened promptly after the submission deadline at the same address. Tenderers or their representatives may attend and shall sign the opening register.
9. Tender prices shall be quoted in Kenya Shillings, inclusive of all duties, taxes, insurance, travel, delivery, implementation and incidental costs, except that VAT shall be shown separately at the prevailing statutory rate.
10. Mhasibu Regulated DT SACCO Society Limited reserves the right to accept or reject any tender and to annul the procurement process in accordance with its procurement policy and applicable law without incurring liability to tenderers.

The Chief Executive Officer
Mhasibu Regulated DT SACCO Society Limited
P.O. Box 31295–00600
Nairobi, Kenya

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

1. Scope of Tender

The Society issues this tender for the complete integrated information system described in Section V. The tender is not divided into lots and the successful tenderer will be the single point of accountability for all deliverables, integrations, subcontractors and OEM relationships.

2. Eligible Tenderers

Tenderers may be companies or permitted joint ventures that are legally registered, tax compliant and not debarred, insolvent or subject to a conflict that impairs performance. A joint venture shall appoint a lead member with authority to bind all members, and all members shall be jointly and severally liable.

3. Fraud, Corruption and Ethics

Tenderers shall observe the highest standards of integrity and complete the prescribed non-debarment, anti-corruption, code of ethics, conflict-of-interest and independent tender determination declarations. Canvassing or submitting false information is grounds for rejection and other lawful action.

4. Cost of Tendering

The tenderer bears all costs of preparing and submitting its tender, attending demonstrations, participating in due diligence and negotiating or executing the contract. The Society is not liable for those costs.

5. Contents of the Tender Document

The document comprises the Invitation, Instructions to Tenderers, Tender Data Sheet, Evaluation and Qualification Criteria, Tendering Forms, Procuring Entity's Requirements, Conditions of Contract and Contract Forms, together with all written addenda.

6. Clarification and Addenda

A prospective tenderer may request clarification by the date in the Tender Data Sheet. The Society will circulate responses without identifying the source. Only a written addendum issued by the Society may amend the tender document.

7. Language

The tender, correspondence, manuals and contract deliverables shall be in English. Supporting material in another language shall be accompanied by an accurate English translation, which will govern for evaluation.

8. Documents Comprising the Tender

The Technical Proposal shall contain all eligibility documents, forms, methodology, architecture, work plan, team information, completed RTM, reference evidence and security/support proposals. The Financial Proposal shall contain the signed Form of Tender and completed price schedules. Prices shall not appear in the Technical Proposal.

9. One Tender per Tenderer

A tenderer may participate in only one tender, either individually or as a joint-venture member, except that an OEM or specialist subcontractor may provide non-exclusive authorisation or services to more than one tenderer where disclosed.

10. Tender Prices and Currency

Prices shall be firm for the contract term, quoted in Kenya Shillings and include every cost necessary for the complete solution. Recurring licensing, support and third-party charges shall be separately identified by year. Unpriced mandatory requirements will be treated as included in the total tender price.

11. Tender Validity

The tender shall remain valid for ninety (90) days after the submission deadline. The Society may request an extension before expiry; a tenderer may decline without forfeiture of tender security.

12. Tender Security

The tender security shall be in the amount not exceeding 2 per cent of the tender price, valid for at least one hundred and twenty (120) days from the submission deadline. The tender security shall be a bank guarantee from a bank licensed by the Central Bank of Kenya, a guarantee from an insurance company licensed by the Insurance Regulatory Authority, or a guarantee from a financial institution approved by the Central Bank of Kenya, and shall be payable on demand. A tenderer shall not issue a tender security to guarantee itself.

13. Alternative Tenders

Alternative tenders are not permitted. A tenderer may identify optional enhancements only in a separate annex after fully pricing and committing to the mandatory base scope; optional prices will not replace mandatory requirements.

14. Format, Signing and Authorisation

The original tender shall be typed or written in indelible ink, sequentially paginated, securely bound, signed by an authorised person and initialed where alterations are made. Documentary authority to sign shall be supplied.

15. Sealing and Marking

Technical and Financial Proposals shall be separately sealed and clearly marked, then placed in one outer envelope bearing the tender reference, tender name and the warning not to open before the tender opening time. The tenderer's name shall appear on the inner envelopes only.

16. Deadline, Modification and Withdrawal

Tenders received after the deadline will not be accepted. A tenderer may modify or withdraw its tender only by a signed written notice received before the deadline. No tender may be withdrawn during its validity period without the consequences stated in the tender security.

17. Tender Opening

At opening, the Society will announce the tenderer's name, presence of tender security, total tender price as read out, discounts, modifications and any other appropriate particulars. The opening record is not an evaluation or determination of responsiveness.

18. Confidentiality and Clarification

Evaluation information is confidential until award notification. The Society may request written clarification but shall not permit a change in price or substance, except correction of arithmetic errors or confirmation of information already submitted.

19. Evaluation

Evaluation will follow Section III exclusively: preliminary mandatory examination, technical evaluation and demonstration, financial evaluation, and due diligence/post-qualification. No undisclosed criterion will be used.

20. Arithmetic Corrections

Where a unit price and line total conflict, the unit price governs unless the decimal point is clearly misplaced. Where subtotals and totals conflict, the subtotal governs. The tenderer will be notified of corrections; refusal to accept them results in rejection.

21. Award

Subject to responsiveness, qualification, due diligence and approvals, award will be made to the tenderer with the lowest evaluated price. The Society is not bound to accept the lowest submitted price where the tender is non-responsive, or the tenderer is not qualified.

22. Notification and Standstill

The Society will issue written notification of intention to award and notify unsuccessful tenderers in accordance with its procurement policy and applicable requirements. The successful tenderer shall not commence work before contract signature and notice to proceed.

23. Performance Security

Within fourteen (14) days of notification of award and before contract signature, the successful tenderer shall furnish a performance security equal to ten percent (10%) of the Contract Price in the prescribed demand-guarantee form.

24. Beneficial Ownership

The successful tenderer shall provide complete and accurate beneficial ownership information in the prescribed form before contract signature and update it where a material change occurs.

25. Data and System Access During Procurement

No tenderer may access production systems or member data during tendering. Any controlled discovery access granted after award shall be subject to confidentiality, security, least-privilege and monitoring requirements.

SECTION II - TENDER DATA SHEET

ITT Ref.	Data Item	Tender-Specific Provision
ITT 1	Procuring Entity	Mhasibu Regulated DT SACCO Society Limited
ITT 1	Tender reference	MHS/ICT/ERP-MOBILE/01/2026
ITT 1	Tender and lots	One integrated tender; no lots and no partial bids
ITT 6	Last date for clarification	10th November 2026 at 5:00 p.m.
ITT 6	Clarification channel	Written request addressed to the Chief Executive Officer at Absa Towers, 8th Floor, Loita Street, Nairobi; responses will be issued through the registered tender communication channel and tender webpage
ITT 8	Submission format	One original, one copy and one read-only USB electronic copy. Technical and Financial Proposals in separate sealed inner envelopes.
ITT 10	Currency	Kenya Shillings (KES)
ITT 10	Price basis	Firm and fixed for the contract term. Optional Year 2 and Year 3 license renewal and support prices shall be firm for the stated periods.
ITT 11	Tender validity	90 days from the tender submission deadline
ITT 12	Tender security	The tender security shall be in the amount not exceeding 2 per cent of the tender price; valid for at least 120 days from the tender submission deadline
ITT 16	Tender submission deadline	17 November 2026 at 12:00 noon
ITT 16	Submission address	Tender Box, Mhasibu Regulated DT SACCO Society Limited, Absa Towers, 8th Floor, Loita Street, Nairobi
ITT 17	Opening	Promptly after the deadline at the submission address
ITT 19	Technical pass mark	75 out of 100, including at least 9/15 in security and architecture and at least 3/5 in the demonstration
ITT 21	Award method	Lowest evaluated price among substantially responsive and technically qualified tenders, subject to due diligence
ITT 23	Performance security	10% of the Contract Price, valid until 30 days after the end of the 12-month post-go-live support period
Contract	Implementation period	3 months from notice to proceed, including go-live
Contract	Support period	12 months from written go-live acceptance at no additional charge; total contract term 15 months

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

The Society will use only the criteria and methodology stated in this section. Clarification may confirm submitted information but will not cure the absence of a mandatory document after the deadline.

3.1 Stage 1 - Preliminary and Mandatory Examination (Pass/Fail)

Ref.	Mandatory Requirement	Tenderer: Yes/No and Evidence Page
M01	One original, one copy and one read-only electronic copy submitted in the prescribed separate Technical and Financial Proposal envelopes.	
M02	Complete tender securely bound and sequentially paginated/serialised, with a table of contents.	
M03	Valid certificate of incorporation or registration and, for a foreign tenderer, evidence of lawful registration/authority to do business in Kenya if awarded.	
M04	Current CR12 or equivalent official company search issued within six (6) months before the closing date, showing directors, shareholders and beneficial ownership, where applicable.	
M05	Valid KRA Tax Compliance Certificate as at the tender closing date.	
M06	Valid county business permit/licence.	
M07	Duly completed and signed Form of Tender.	
M08	Duly completed PPRA Self-Declaration Forms: non-debarment; anti-fraud and anti-corruption; commitment to the Code of Ethics.	
M09	Duly completed Confidential Business Questionnaire and conflict-of-interest declaration.	
M10	Duly completed Certificate of Independent Tender Determination.	
M11	Power of attorney or board resolution authorising the signatory, where the authority is not evident from company records.	
M12	Tender security of 2 per cent of the tender price in the prescribed form, valid for at least 120 days from closing.	
M13	Current Microsoft partner evidence appropriate to Dynamics 365 Business Central and Business Applications, together with OEM/principal authorisation to license, upgrade and support the proposed on-premises solution.	
M14	Valid ICT Authority supplier accreditation in Systems and Applications, Grade ICTA 1–4.	
M15	Valid ICT Authority supplier accreditation in Information Security, Grade ICTA 1–4.	

Ref.	Mandatory Requirement	Tenderer: Yes/No and Evidence Page
M16	Valid ISO/IEC 27001:2022 Information Security Management System certificate in the tenderer's name, issued by an accredited certification body, with scope relevant to software development, systems integration, hosting or managed ICT services.	
M17	Valid and current corporate membership certificate or letter of good standing from TechPesa (Association of Financial Technology Providers).	
M18	Valid ODPC registration as a data processor and/or data controller, as applicable to the services proposed.	
M19	Evidence of at least five (5) years' relevant corporate experience and at least three (3) successfully completed comparable ERP/core-banking and digital-channel projects within the last five years, supported by contracts/LPOs and completion or go-live certificates.	
M20	At least two of the comparable projects must be for a regulated financial institution in Kenya, including a DT SACCO, bank or microfinance institution; at least one must include Microsoft Dynamics 365 Business Central on-premises upgrade or implementation.	
M21	Audited financial statements for financial years 2023, 2024 and 2025, signed by the directors and an auditor in good standing, or equivalent evidence for a lawfully exempt entity.	
M22	Signed regulatory undertaking covering the Data Protection Act, AML/CFT obligations, applicable SASRA requirements, cybersecurity obligations and lawful processing of member data.	
M23	Disclosure of material litigation, regulatory enforcement, insolvency, termination for default and security breaches during the previous five years.	
M24	Signed declaration that all certificates, licences, references and information submitted are authentic and independently verifiable.	
M25	Completed detailed Requirements Traceability Matrix, without deleting or altering the requirements, stating Comply/Partial/Not Comply and cross-referencing evidence.	
M26	Completed consolidated price schedule covering the entire integrated scope, including all implementation, licensing, mobile/USSD, security, training and support costs.	
M27	For a joint venture: signed joint-venture agreement identifying the lead member, allocation of responsibilities, joint and several liability, and authority to bind the joint venture.	

3.2 Stage 2 - Technical Evaluation

Item	Criterion	Scoring Basis	Marks
A	Relevant corporate experience and references	Three comparable assignments (9); two regulated Kenyan financial-institution assignments (4); one BC14/on-premises Business Central upgrade (3); one Android/iOS mobile banking implementation (2).	18
B	Understanding and implementation methodology	Clear understanding of current environment and dependencies (4); staged Microsoft-supported upgrade methodology (4); integrated ERP/mobile/USSD delivery approach (3); governance, risk and change-control approach (4).	15
C	Solution architecture, integration and security	On-premises multi-tier architecture (3); API/middleware design and integration assurance (3); security architecture and secure SDLC (5); high availability, backup and DR (2); monitoring and auditability (2).	15
D	Functional and technical compliance	Completeness and quality of RTM responses, evidence and proposed configuration/customization across ERP, FOSA, loans, finance, HR/payroll, reporting, mobile, USSD and portals. Full marks require no unexplained mandatory gaps.	20
E	Data migration, testing, training and adoption	Data profiling, cleansing, migration and reconciliation (3); test strategy including SIT, UAT, performance and security testing (3); training, documentation and knowledge transfer (2); cutover, rollback and adoption plan (2).	10
F	Key personnel	Project Manager (3); Business Central Solution Architect (3); two Business Central/AL developers (2); Mobile/API Lead (2); Information Security Lead (1); Data Migration/QA Lead (1). Marks require CVs, degrees, relevant certifications and evidence of similar assignments.	12
G	Support, SLA and sustainability	Support model and local escalation capacity (2); SLA monitoring and reporting (1); source-code/documentation handover and exit assistance (1); license optimisation and post-support cost sustainability (1).	5
H	Mandatory solution demonstration	Scripted end-to-end demonstration covering member onboarding, loan processing, teller/FOSA, audit trail/reporting, integration/API monitoring, Android/iOS/USSD transactions and security administration.	5

Technical threshold: A tenderer must score at least 75/100 overall, at least 9/15 under Item C, and at least 3/5 under Item H. Failure to meet any threshold is disqualifying.

3.3 Mandatory Demonstration Scenarios

Ref.	Scenario
D1	Create or retrieve a member, validate KYC fields and demonstrate the consolidated member 360-degree view across products and channels.
D2	Configure and process a loan from application and affordability checks through guarantor/collateral control, approval, partial/full disbursement and repayment schedule.
D3	Process teller/FOSA transactions, demonstrate charges, maker-checker approval, reconciliation, reversal and complete audit trail.
D4	Demonstrate Android/iOS journeys for login, balances, statements, transfers, loan application, guarantor workflow, notifications and support.
D5	Demonstrate USSD session security, balance/mini-statement, transfer, M-Pesa transaction, loan enquiry/application and PIN reset.
D6	Demonstrate API gateway controls, authentication, rate limiting, idempotency, error handling, transaction tracing and integration monitoring.
D7	Demonstrate role-based access, segregation of duties, privileged activity logging, security alerts and exportable immutable audit evidence.
D8	Demonstrate configurable reporting, Power BI integration or equivalent, dashboards and export without vendor intervention.

3.4 Stage 3 - Financial Evaluation

1. Only tenders meeting all mandatory requirements and technical thresholds will proceed to financial evaluation.
2. The Society will check completeness, arithmetic, taxes, recurring costs and consistency with the Technical Proposal. Mandatory items not separately priced will be deemed included in the tender price.
3. The evaluated price will comprise all implementation charges, all mandatory license/subscription charges for the contract term, all support and maintenance charges, reimbursable expenses where expressly allowed, and price adjustments for quantifiable omissions or deviations.
4. The responsive and qualified tender with the lowest evaluated price will rank first, subject to due diligence and approvals.

3.5 Stage 4 - Due Diligence and Post-Qualification

1. Verify certificates, Microsoft partner/OEM status, ICTA accreditations, ISO/IEC 27001 certification, TechPesa membership, ODPC registration and tax compliance.
2. Contact client references and, where appropriate, conduct reference-site visits or remote verification of delivered systems.
3. Confirm the availability and employment/engagement of proposed key personnel.
4. Review financial capacity, litigation, security incidents, subcontracting arrangements and delivery capacity.
5. Require clarification of the supported Microsoft upgrade path from BC14 and confirm the target on-premises version before award.

If due diligence on the first-ranked tenderer is unsatisfactory, the Society may reject that tender and proceed to the next-ranked responsive tenderer, subject to applicable approvals.

SECTION IV - TENDERING FORMS

Form 1 - Form of Tender

Tender Reference: MHS/ICT/ERP-MOBILE/01/2026

Tender Name: SUPPLY, UPGRADE, CUSTOMISATION, INTEGRATION, TESTING, COMMISSIONING, SUPPORT AND MAINTENANCE OF MICROSOFT DYNAMICS 365 BUSINESS CENTRAL ERP, MOBILE BANKING APPLICATION AND USSD PLATFORM

Date: _____

To: The Chief Executive Officer, Mhasibu Regulated DT SACCO Society Limited

We, the undersigned Tenderer, declare that:

1. We have examined the complete Tender Document and all addenda and have no reservation to them.
2. We offer to deliver the complete integrated scope in conformity with the Tender Document for the total tender price stated in the Price Schedule.
3. Our tender is valid for ninety (90) days from the submission deadline and is binding upon us during that period.
4. We have not submitted another tender as an individual tenderer or joint-venture member, except for permitted non-exclusive OEM or subcontractor participation disclosed in our tender.
5. We, our affiliates and proposed subcontractors are not debarred and have no conflict of interest that has not been fully disclosed.
6. If awarded, we will furnish the performance security, execute the Contract, provide beneficial ownership information and commence only upon notice to proceed.
7. We understand that the Society is not bound to accept the lowest submitted tender or any tender.
8. We consent to verification of every certificate, reference and representation in our tender.

Tenderer Detail	Information
Legal name of Tenderer / Joint Venture	
Total Tender Price exclusive of VAT	KES _____
VAT	KES _____
Total Tender Price inclusive of VAT	KES _____
Discount, if any	_____
Authorised representative	Name: _____ Title: _____
Signature and date	Signature: _____ Date: _____
Witness / company seal	_____

Form 2 - Tenderer Information and Confidential Business Questionnaire

Particular	Tenderer Response
Legal name and registration number	
Registered office and physical address	
Postal address	
Telephone and official email	
KRA PIN	
Names, nationality and shareholding of directors/shareholders	
Ultimate beneficial owners	
Parent company and affiliates	
Joint venture members and lead member, if applicable	
Proposed material subcontractors and scope	
Bankers and bank contact	
Maximum contract value the tenderer can undertake	
Material litigation, insolvency or regulatory action	
Prior contract termination or security breach in previous five years	

I certify that the information above is complete and correct.

Name:_____Title:_____Signature: _____Date: _____

Form 3 - Self-Declaration: Non-Debarment

We declare that the Tenderer, its directors, beneficial owners, joint-venture members and proposed material subcontractors are not debarred from participating in public procurement in Kenya and are not subject to an equivalent prohibition that would affect performance. We undertake to notify the Society promptly if this position changes before contract completion.

Name: _____ Signature: _____ Date: _____ Official

Stamp: _____

Form 4 - Self-Declaration: Anti-Fraud, Anti-Corruption and Code of Ethics

We have not offered, solicited or accepted any improper inducement, colluded with another tenderer, misrepresented information or attempted to influence the procurement. We commit to the applicable code of ethics, anti-bribery controls and full cooperation with lawful investigations.

Name: _____ Signature: _____ Date: _____ Official

Stamp: _____

Form 5 - Certificate of Independent Tender Determination

We certify that this tender has been independently determined, without consultation, communication, agreement or arrangement with any competitor regarding prices, methods, intention to submit, market allocation or other conduct that would restrict competition, except for disclosed joint-venture or subcontracting arrangements permitted by the Tender Document.

Name: _____ Signature: _____ Date: _____ Official

Stamp: _____

Form 6 - Conflict of Interest and Litigation Disclosure

Question	Yes/No	Full Details and Mitigation
Does the Tenderer have any relationship with a Society director, employee, committee member, adviser or evaluation participant that could create an actual, potential or perceived conflict?		
Has the Tenderer or an affiliate helped prepare these specifications other than through a transparent market-sounding process open to competitors?		
Is there pending or threatened litigation, insolvency, regulatory action or investigation that may affect performance?		
Has a comparable ICT contract been terminated for default, delayed materially or resulted in damages during the previous five years?		
Has the Tenderer experienced a material data breach, ransomware event or regulatory security finding during the previous five years?		

Form 7 - Manufacturer / Solution Owner Authorisation

[To be issued on the OEM/solution owner's letterhead]

We, _____, being the lawful manufacturer, principal or owner of _____, authorise _____ to submit a tender under MHS/ICT/ERP-MOBILE/01/2026 and, if awarded, to license, upgrade, configure, integrate, implement, warrant, support and maintain the proposed solution. We confirm access to the software, updates, escalation channels and technical resources necessary for the complete contract term.

Authorised OEM representative: _____ Title: _____ Signature: _____ Date: _____

Form 8 - Tender Security (Demand Guarantee)

[Bank/Insurer letterhead]

Beneficiary: Mhasibu Regulated DT SACCO Society Limited

Tender Reference: MHS/ICT/ERP-MOBILE/01/2026

Guaranteed Amount: The tender security shall be in the amount not exceeding 2 per cent of the tender price.

Expiry: Not earlier than 10 November 2027

At the request of the Tenderer, we irrevocably undertake to pay the Beneficiary any sum up to the Guaranteed Amount upon first written demand stating that the Tenderer has withdrawn its tender during the validity period, refused an arithmetic correction, failed to sign the Contract, failed to provide the required performance security, or otherwise triggered forfeiture under the Tender Document. This guarantee is governed by the laws of Kenya and expires on the date stated above.

Guarantor: _____ Authorised Signatory: _____ Signature/Seal: _____ Date: _____

Form 9 - Comparable Assignment Record

Client and Contact	Project / Scope	Contract Value	Dates	Go-Live / Completion Evidence	Relevance

Form 10 - Key Personnel Schedule

Role	Name	Employment Status	Qualifications / Certifications	Relevant Years	Comparable Projects
Project Manager					
Business Central Solution Architect					
Business Central / AL Developer 1					
Business Central / AL Developer 2					
Mobile and API Lead					
Information Security Lead					
Data Migration / QA Lead					
Change and Training Lead					

Form 11 - Beneficial Ownership Undertaking

We undertake, if notified of award, to submit complete beneficial ownership information in the form required by the Society before contract signature and to notify the Society of any material change during the contract. We consent to lawful publication or regulatory reporting where applicable.

Name: _____ Signature: _____ Date: _____ Official Stamp: _____

PART 2 - SCHEDULE OF REQUIREMENTS

SECTION V - SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

5.1 Background

Mhasibu Regulated DT SACCO Society Limited is a deposit-taking SACCO serving members through branch, digital and partner channels. The Society implemented its current on-premises Microsoft Dynamics 365 Business Central / NAV BC14 environment in 2022 and now requires a supported, secure and maintainable platform that can sustain growth, regulatory compliance and modern member service.

The existing digital ecosystem includes an Android mobile application available through Google Play, the *657# USSD service, a member portal, staff portal, recruitment portal and vendor portal. The ERP is integrated with Microsoft Dynamics 365 CRM, an electronic document management system, DocuSign, banks, M-Pesa, PesaLink, CRBs, IPRS, bulk SMS/email and other operational services.

The assignment consolidates the ERP upgrade and the mobile/USSD upgrade into one integrated programme. The successful Vendor is responsible for solution-wide architecture, compatibility, data integrity, security, testing, cutover, adoption, documentation and support, including management of approved subcontractors and OEM dependencies.

5.2 Current Environment

Area	Current-State Summary
ERP	On-premises Microsoft Dynamics 365 Business Central / NAV BC14, including customisations and C/AL objects requiring conversion to AL extensions.
Licensing	Approximately 30 full Business Central licences and related Microsoft/database services, subject to discovery and optimisation.
Mobile channels	Existing Android application, *657# USSD, mobile money and digital member transactions; iOS capability is required.
Portals	Member portal, staff portal and vendor portal that must remain integrated, secure and operational.
Business applications	Microsoft Dynamics 365 CRM, EDMS, DocuSign, reporting/Power BI capabilities and departmental workflows.
External integrations	Co-operative Bank, Equity Bank, NCBA, M-Pesa, PesaLink, CRBs, IPRS, SMS/email and other approved providers.
Cards and ATM	Co-operative Bank SaccoLink cards, ATM and POS transactions integrated with FOSA accounts.
Digital assistants	Member chatbot (Quick Ask) and AI-enabled CRM and contact-centre tools that use member data.
Hosting	Primary production environment hosted on the Society's controlled on-premises infrastructure, with approved DR arrangements.
Data	Member, financial, loan, transaction, HR/payroll, procurement, asset and audit data requiring complete migration, reconciliation and retention.

5.3 Assignment Objectives

1. Upgrade BC14 through a Microsoft-supported staged path to the latest stable and supported on-premises Business Central release approved by the Society at design sign-off.
2. Convert legacy C/AL customisations into documented AL extensions and eliminate unsupported code and technical debt.
3. Harmonise, automate and strengthen ERP, core-banking, FOSA, loan, finance, procurement, HR/payroll, reporting and control processes.
4. Deliver modern, secure Android and iOS mobile banking applications and upgrade the *657# USSD service with consistent products, limits and controls.
5. Preserve and improve all existing integrations and portals through a secure, documented and monitorable API/middleware layer.
6. Protect member and Society data, meet applicable legal/regulatory requirements and embed secure software-development and operational practices.
7. Transfer knowledge, source code, configurations, documentation and operational capability to the Society and minimise vendor lock-in.
8. Provide measurable service levels, warranty, support and continuous improvement for the implementation period and the twelve-month post-go-live support period.

5.4 Scope and End-to-End Responsibility

1. Project mobilisation, governance, discovery, fit-gap analysis and baselining.
2. Licensing assessment, optimisation, renewal and Microsoft/OEM support-plan management.
3. Staged ERP technical upgrade, code conversion, configuration and functional enhancements.
4. Data profiling, cleansing, migration, reconciliation, retention and cutover.
5. Integration and middleware/API remediation, documentation and monitoring.
6. Android and iOS application design, development, security testing, deployment and app-store handover, including migration of the existing Android application listing to the Society's developer account.
7. USSD upgrade and alignment with ERP, mobile money and core-banking controls.
8. Preservation, testing and required enhancement of member, staff and vendor portal integrations.
9. Security architecture, privacy controls, vulnerability management, penetration testing and remediation.
10. System, integration, migration, performance, security, failover and user-acceptance testing.
11. Training, change management, documentation, knowledge transfer, go-live and hypercare.
12. Warranty, support, maintenance, health checks, reporting and exit/transition assistance.

5.5 Design and Upgrade Principles

Principle	Requirement
Supported upgrade path	The Vendor shall design and execute all required intermediate technical and application upgrades in accordance with Microsoft's supported upgrade path. The Tenderer shall identify the proposed path, tools, downtime and rollback controls.
Target release	The target shall be the latest stable, generally available and supported on-premises Business Central release that has completed the Vendor's compatibility assessment and is approved at design sign-off. A newly released version shall not be adopted solely because it is the newest.

Principle	Requirement
No regression	Existing approved functionality, balances, reports, interfaces and controls shall not regress. Any Vendor-caused failure or degradation shall be rectified without additional cost.
Configuration first	Use standard configuration and supported extension patterns before custom code. All customisations shall be justified, documented, testable and upgrade-safe.
Single source of truth	Member, financial and transaction records shall have defined systems of record, data ownership, reconciliation and duplicate-prevention rules.
Security and privacy by design	Least privilege, segregation of duties, secure coding, encryption, logging, consent and retention controls shall be designed in from inception.
Open integration	Integrations shall use documented, versioned and secure APIs/middleware rather than uncontrolled direct database access.
Sacco ownership and portability	Custom source code, configurations, scripts and documentation shall be continuously deposited in repositories controlled by the Society.

5.6 Detailed Requirements and Bidder Response Matrix

The Tenderer shall complete every row. 'Comply' means the requirement is included in the base tender price and will be demonstrated and accepted. 'Partial' or 'Not Comply' must state the exact limitation, workaround, cost and delivery date. A marketing statement without evidence is not a compliant response.

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
GEN-01	Provide a secure web-enabled, multi-tier solution suitable for the Society's controlled on-premises production environment and approved DR site.	M		
GEN-02	Support multiple branches, entities, dimensions, products and processing centres with real-time or near-real-time operation and consolidated reporting.	M		
GEN-03	Provide segregated development, test/training, UAT, staging and production environments with controlled promotion between environments.	M		
GEN-04	Document the complete logical, physical, application, data, security, network and integration architecture before build approval.	M		
GEN-05	Use current supported operating systems, databases, frameworks and dependencies; disclose all versions, support dates and prerequisites.	M		
GEN-06	Provide central configuration, parameterisation and feature controls without hard-coded product rules wherever reasonably possible.	M		
GEN-07	Support bulk import/export in controlled Excel, CSV, text, PDF and API formats with validation, error reporting and audit trails.	M		
GEN-08	Provide configurable alerts, warnings, reminders, escalations and scheduled/background jobs with monitoring and failure recovery.	M		
GEN-09	Support English and configurable member-facing language/content; comply with accessibility principles for mobile and web journeys.	M		
GEN-10	Provide complete licence, component, open-source and third-party dependency inventories, including renewal dates and costs.	M		
GEN-11	Eliminate single points of failure identified during design and support horizontal or vertical scaling for projected membership and transaction growth.	M		
GEN-12	Retain the current member, staff and vendor portals, validate their compatibility and document any required remediation or replacement.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
LIC-01	Assess the current Business Central, SQL/database, Microsoft 365 and related licence estate and provide a licence optimisation report.	M		
LIC-02	Supply or renew all mandatory Business Central licences and the applicable Microsoft enhancement/support plan for the full contract term.	M		
LIC-03	Provide sufficient named, device, team-member, administrator and developer access for the agreed operating model without unlawful licence sharing.	M		
LIC-04	Register all licences and subscriptions in accounts owned or controlled by the Society and provide administrative visibility and renewal evidence.	M		
LIC-05	Itemise perpetual, subscription, annual renewal and third-party licence costs separately in the price schedule.	M		
LIC-06	Notify the Society at least 90 days before licence or certificate expiry and obtain approval before any renewal or edition change.	M		
UPG-01	Complete a current-state assessment and object inventory covering standard objects, custom objects, integrations, reports, jobs, add-ons and data volumes.	M		
UPG-02	Prepare a Microsoft-supported staged upgrade path from BC14 to the approved target on-premises release, including intermediate versions where required.	M		
UPG-03	Convert all required C/AL objects, codeunits, pages, reports and XMLports into supported AL extensions, with no direct modification of base application objects unless approved.	M		
UPG-04	Remediate deprecated APIs, unsupported dependencies, obsolete code, licensing conflicts and security weaknesses identified during upgrade.	M		
UPG-05	Preserve chart of accounts, dimensions, posting groups, number series, approval limits, product parameters and historical configuration unless an approved change is documented.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
UPG-06	Establish pre-upgrade functional and performance baselines and demonstrate no material regression after upgrade; degradation above 10% is a defect unless approved.	M		
UPG-07	Provide automated build/deployment scripts and a controlled release pipeline with versioning, peer review, approvals and rollback capability.	M		
UPG-08	Maintain a verified pre-upgrade backup and tested rollback plan until final acceptance.	M		
UPG-09	Complete go-live with zero unexplained data loss and only within the approved downtime window.	M		
UPG-10	Deliver a final upgrade report showing source/target versions, intermediate steps, converted objects, defects, reconciliation and outstanding risks.	M		
DAT-01	Profile all master, transactional, historical, document-link and configuration data and agree a migration scope and retention matrix.	M		
DAT-02	Define data cleansing, deduplication, mapping, transformation, exception handling and business-owner sign-off rules.	M		
DAT-03	Conduct at least two full trial migrations before production cutover and retain evidence of timings and defects.	M		
DAT-04	Reconcile record counts, control totals, general ledger balances, subledger balances, member balances, loans, interest, arrears and suspense items for every migration rehearsal and production cutover.	M		
DAT-05	Provide signed migration and reconciliation reports with zero unresolved critical variances before go-live.	M		
DAT-06	Preserve transaction dates, posting dates, user/audit metadata and document links required for audit and statutory retention.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
DAT-07	Encrypt migration files, restrict access, maintain chain of custody and securely dispose of temporary copies after written approval.	M		
DAT-08	Provide data dictionary, mapping workbook, reconciliation scripts and repeatable migration runbooks to the Society.	M		
MEM-01	Maintain a complete member register including identity/KYC data, contacts, employment, banking details, passport photo, specimen signature, nominees/beneficiaries and communication preferences.	M		
MEM-02	Prevent duplicate membership using configurable identifiers and matching rules while supporting authorised exception review.	M		
MEM-03	Support member onboarding, minimum funding, activation, nominee changes, KYC refresh, deceased-member processing, dormancy, reactivation, transfer, exit and refund workflows.	M		
MEM-04	Distinguish nominees, beneficiaries, next of kin, dependants and linked children's accounts with appropriate relationship and consent information.	M		
MEM-05	Maintain a complete history of member status, product ownership, changes, approvals, interactions and supporting documents.	M		
MEM-06	Provide a member 360-degree view covering products, balances, loans, guarantees, collateral, complaints, requests, communications and digital-channel activity.	M		
MEM-07	Support configurable consent, opt-in/opt-out, preferred channel and restricted-contact controls consistent with data-protection requirements.	M		
MEM-08	Automatically identify incomplete or stale KYC/contact data, create follow-up tasks and report unresolved exceptions.	M		
MEM-09	Support dormancy rules, transaction restrictions, blacklisting/holds and approved reactivation charges with maker-checker approval.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
MEM-10	Support real-time or scheduled bulk communication by SMS, email and push notification with templates, approval, delivery status and audit history.	M		
CRM-01	Provide lead, prospect, campaign, relationship and portfolio management integrated with the member record and Dynamics 365 CRM.	M		
CRM-02	Track lead source, qualification, estimated value, stage, next action, probability, aging, loss reason and conversion to funded active member or product sale.	M		
CRM-03	Allocate member/recruitment/deposit/loan/product-uptake portfolios and targets by branch, team and officer with controlled adjustments.	M		
CRM-04	Track calls, visits, roadshows, activations, member forums, invitations, attendance, leads, follow-up and conversion.	M		
CRM-05	Support market and member segmentation by lifecycle, value, profession, location, behaviour, risk and product usage.	M		
CRM-06	Capture complaints, inquiries and service requests by channel/category, assign owners, track SLA, escalate breaches and record resolution/root cause.	M		
CRM-07	Support NPS, satisfaction and customer-effort surveys, verbatim feedback, corrective actions and closed-loop follow-up.	M		
CRM-08	Report campaign budget, response, conversion, revenue, cost per acquisition, retention, member value and return on marketing investment.	M		
DEP-01	Configure unlimited deposit, savings, share-capital, current, salary, call and fixed-deposit products with effective-dated rules, charges, rates and eligibility.	M		
DEP-02	Calculate and post deposit/fixed-deposit interest automatically according to approved methods, rates, maturity and tax rules.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
DEP-03	Generate separate and consolidated product statements, including monthly fixed-deposit statements, in PDF and other approved formats.	M		
DEP-04	Support bulk journals, employer/check-off imports, allocation rules, rejected-item handling and complete reconciliation.	M		
DEP-05	Enforce minimum contributions and approved share-capital thresholds and support authorised automatic transfers with member notification.	M		
DEP-06	Prevent unauthorised overdrawing of deposits, savings and share-capital accounts and enforce product-specific available-balance rules.	M		
DEP-07	Automate deceased and withdrawn-member refunds, deductions and final settlements after approval, with exception-only manual intervention.	M		
DEP-08	Support account liens, holds, mandates, dormancy, reactivation, closure and unclaimed-balance controls.	M		
FOS-01	Consolidate all teller transactions into one controlled tellering interface and eliminate fragmented processing through unrelated modules.	M		
FOS-02	Support till/vault limits, cashier allocation, cash transfers, dual custody, denomination capture, surprise counts, shortages, overages and daily balancing.	M		
FOS-03	Support cash, cheque, direct deposit, bank transfer, mobile money and other receipt/payment types with unique references and narrations.	M		
FOS-04	Enforce all approved transaction charges at processing time and prevent completion where charges would create an unauthorised negative balance.	M		
FOS-05	Provide end-to-end status and exception handling for M-Pesa, PesaLink, EFT, RTGS, standing orders, direct debits, bulk payments and collections.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
FOS-06	Reconcile bank, FOSA, mobile money, PesaLink, card/agency where applicable, suspense and general-ledger transactions using configurable matching rules.	M		
FOS-07	Support bank-statement import, API feeds, unmatched-item queues, aging, investigation, approval and reconciliation sign-off.	M		
FOS-08	Support cheque deposit, validation, clearing status, unpaid/stale/stop-payment items, charges, reversals and member notification.	M		
FOS-09	Support controlled investigation, approval, reversal, refund, chargeback, member communication and aging of disputed transactions.	M		
FOS-10	Enforce M-Pesa and channel transaction limits consistently across transaction types and reject transactions above approved limits.	M		
FOS-11	Provide branch/channel liquidity views, limits, forecasts, cash movement planning and shortage/surplus reporting.	M		
FOS-12	Generate net-loan-disbursement reporting distinguishing gross approvals, offsets/recoveries, charges and net member credits.	M		
LON-01	Configure unlimited loan products with effective-dated interest, fees, repayment, eligibility, security, grace, penalty and approval rules.	M		
LON-02	Support reducing-balance, flat-rate and other approved interest methods with daily/monthly accrual and transparent schedules.	M		
LON-03	Provide end-to-end loan workflow from application, document checklist and appraisal through approval, offer acceptance, disbursement and monitoring.	M		
LON-04	Calculate entitlement and affordability using approved income, deposits, existing commitments, two-thirds rule, debt-service and product rules.	M		
LON-05	Use configurable quantitative and qualitative scorecards, risk ratings, reasons, override controls and full decision history.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
LON-06	Support deposits, guarantees, logbooks, land, listed shares and other approved security types with valuation, perfection, custody, insurance, expiry and release tracking.	M		
LON-07	Calculate guarantor capacity and exposure, block ineligible guarantees, support digital consent, substitutions and automatic release when conditions are met.	M		
LON-08	Issue real-time SMS/email/push notices to guarantors for requests, acceptance, arrears, attachment/recovery and release.	M		
LON-09	Apply single-member, connected-party, insider, product and approval-authority exposure limits and prevent unauthorised overrides.	M		
LON-10	Support full or phased/partial disbursement with conditions precedent and track each tranche against the approved facility.	M		
LON-11	Support M-Pesa, bank transfer and other approved disbursement methods with real-time posting and reconciliation.	M		
LON-12	Support grace periods, early/lump-sum repayments, rescheduling, restructuring, refinancing, top-ups, partial offsets and full offsets under approved rules.	M		
LON-13	Ensure full recovery of offset loans, prevent prohibited duplicate active loans and prevent residual balances after full offset.	M		
LON-14	Automate all loan-related charges and deductions, including insurance, processing fees, offset commissions and approved lump-sum charges.	M		
LON-15	Display all fees, charges, interest and deductions for automated/mobile loans before member confirmation and disbursement.	M		
LON-16	Accrue interest automatically for every mobile-loan product and eliminate manual accrual except authorised correction.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
LON-17	Manage arrears buckets, promises to pay, notices, guarantor recovery, field/legal action, repossession, write-off and post-write-off recovery.	M		
LON-18	Provide collateral, guarantor, arrears, portfolio-quality, delinquency, vintage, concentration, provisioning and recovery reports consistent with approved policy and SASRA requirements.	M		
FIN-01	Provide real-time general ledger integrated with all subledgers, multi-level chart of accounts, dimensions and drill-down to source transactions.	M		
FIN-02	Generate balance sheet, statement of comprehensive income, cash-flow and other financial statements at any authorised reporting date.	M		
FIN-03	Support budgets by branch/department/project, commitments, real-time utilisation, variance, alerts and controlled override approval.	M		
FIN-04	Support multi-currency transaction, exchange-rate maintenance, revaluation and exchange-difference posting where used.	M		
FIN-05	Provide cashbook and petty-cash management, multiple bank accounts, electronic payments and complete bank reconciliation.	M		
FIN-06	Provide accounts payable, supplier master controls, invoice matching, credit terms, disputed-invoice holds, aging and payment approvals.	M		
FIN-07	Provide procurement workflows for requisition, budget check, sourcing, evaluation approvals, purchase order, receipt, invoice and payment, integrated with the vendor portal.	M		
FIN-08	Provide imprest/advance requisition, approval, payment, surrender, aging, recovery and exception reporting.	M		
FIN-09	Provide a fixed-asset register with acquisition, location, custodian, componentisation, depreciation, impairment, revaluation, transfer, disposal and gain/loss posting.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
FIN-10	Support IFRS-aligned accounting, configurable expected-credit-loss/provisioning interfaces or calculations, complete audit evidence and approved regulatory reporting.	M		
FIN-11	Prevent deletion of posted transactions; corrections shall use authorised reversals, credit notes or journals with linkage to the original transaction.	M		
FIN-12	Support month-end/year-end checklists, period controls, closing, reopening approvals and complete close history.	M		
HR-01	Provide employee establishment, personal/employment records, job/position, recruitment, onboarding, transfer, disciplinary, exit and self-service workflows.	M		
HR-02	Provide leave rules, automatic accrual, application, approval, calendar, balances, carry-forward, encashment and audit trail.	M		
HR-03	Provide training, competency, performance planning/appraisal, objectives and development-plan functionality.	M		
HR-04	Provide Kenyan payroll configuration, multiple payrolls, earnings/deductions, statutory calculations, approvals and general-ledger integration.	M		
HR-05	Enforce applicable deduction limits, support bank payment files and produce encrypted electronic payslips.	M		
HR-06	Provide month-on-month payroll reconciliation by employee and pay element and controlled payroll variance approval.	M		
HR-07	Link payroll employees and pay parameters to approved HR records; unauthorised creation or salary change shall be prevented.	M		
HR-08	Support staff expense claims, advances, reimbursements, accounting and recovery with workflow and aging.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
REP-01	Provide configurable reports, dashboards, drill-down and ad-hoc analysis by authorised users without routine vendor intervention.	M		
REP-02	Support secure Power BI integration or approved equivalent using governed datasets and role-based access.	M		
REP-03	Provide member, loan, deposit, guarantee, next-of-kin, dormancy, receipts, defaulter, product-performance, branch and officer reports.	M		
REP-04	Provide check-off institution reports covering member deductions, remittances, arrears, recruitment, trends and exceptions.	M		
REP-05	Provide operational dashboards for service volumes, turnaround time, backlog, rework, reversals, exceptions, complaints and procedure compliance.	M		
REP-06	Provide regulatory, board, management, finance, risk, audit and AML/CFT extracts and reports with traceable source data.	M		
REP-07	Schedule reports and distribute them securely by role, with encryption and access expiry where sensitive.	M		
REP-08	Export reports to approved formats including Excel, CSV and PDF while preserving access controls and classification markings.	M		
REP-09	Maintain report definitions, versions, owners, approvals and a report catalogue.	M		
INT-01	Maintain uninterrupted, reconciled integration with Co-operative Bank and Equity Bank or their successor interfaces used by the Society.	M		
INT-02	Maintain M-Pesa C2B/B2C and other approved Safaricom integrations, including callbacks, retries, reversals, reconciliation and certificate management.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
INT-03	Maintain PesaLink, EFT and RTGS integrations as applicable, with transaction tracing and settlement reconciliation.	M		
INT-04	Maintain CRB integration for inquiry, listing, delisting, batch and error handling in accordance with authorised purposes.	M		
INT-05	Maintain IPRS identity-verification integration with consent/purpose controls, logging and exception handling.	M		
INT-06	Maintain two-way Microsoft Dynamics 365 CRM integration with defined master-data ownership and duplicate prevention.	M		
INT-07	Maintain EDMS integration, document linkage, versioning, retention and retrieval across relevant workflows.	M		
INT-08	Maintain DocuSign or approved e-signature integration, certificate validation and auditable signature workflows.	M		
INT-09	Maintain SMS, email and push-notification integrations with delivery receipts, templates, throttling and failure queues.	M		
INT-10	Provide a secure API gateway/middleware layer with versioning, OAuth 2.0/OIDC or approved equivalent, mutual TLS where required, rate limiting and request validation.	M		
INT-11	Use unique end-to-end transaction identifiers, idempotency controls, replay protection, retries, dead-letter queues and automated reconciliation.	M		
INT-12	Provide OpenAPI/Swagger or equivalent API specifications, data-flow diagrams, field mapping, error codes, runbooks and monitored service dashboards.	M		
INT-13	Do not permit uncontrolled direct database access by mobile, USSD, portal or third-party channels.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
INT-14	Provide an onboarding pattern that allows future banks, payment channels and approved partners to be integrated without a full ERP upgrade.	M		
INT-15	Maintain Co-operative Bank SaccoLink card, ATM and POS integration with real-time posting, duplicate-debit prevention, reversals and daily settlement reconciliation.	M		
INT-16	Maintain integration of the member chatbot, CRM and contact-centre tools with the upgraded ERP through the API layer, with role-based access to member data.	M		
MOB-01	Deliver production-ready Android and iOS applications with functional parity except where an operating-system limitation is documented and approved.	M		
MOB-02	Publish the applications under Google Play and Apple App Store developer accounts owned or controlled by the Society and transfer all signing keys, certificates and release access.	M		
MOB-03	Provide secure registration, device binding, biometric authentication, configurable MFA, PIN setup/reset, session timeout and concurrent-session controls.	M		
MOB-04	Provide real-time balances for deposits, share capital, savings and loans; mini-statements and downloadable full statements.	M		
MOB-05	Provide secure profile/KYC update workflows, next-of-kin/nominee requests and document upload subject to approval and audit.	M		
MOB-06	Provide loan product comparison, eligibility/pre-qualification, application, document submission, status, approval/decline reason where permitted, disbursement and repayment.	M		
MOB-07	Provide digital guarantor request, consent, decline, exposure view, tracking, substitution and release notifications.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
MOB-08	Provide transfers between own accounts, other members where approved, M-Pesa deposit/withdrawal and bank/payment transfers enabled by the Society.	M		
MOB-09	Provide beneficiary management, favourites, transaction review, explicit confirmation and electronic receipts.	M		
MOB-10	Provide utility/merchant/airtime payments only through approved, contracted integrations and display charges before confirmation.	M		
MOB-11	Provide push/SMS/email notifications, configurable preferences, inbox, secure messaging, FAQ/help and complaint/service-request channels.	M		
MOB-12	Provide in-app feedback, app-rating prompts and analytics hooks that do not expose personal or financial data to unapproved analytics providers.	M		
MOB-13	Design accessible, low-friction journeys and validate them with representative members and front-line staff before build sign-off.	M		
MOB-14	Optimise for low-bandwidth connections and safe retry. Offline storage shall be encrypted and minimised; offline execution or queuing of financial transactions is prohibited unless expressly approved and protected against duplication/replay.	M		
MOB-15	Apply certificate pinning or an approved equivalent, root/jailbreak detection, runtime tamper controls, screen/privacy controls for sensitive data and secure key storage.	M		
MOB-16	Do not store PINs, passwords, full authentication secrets or unnecessary account data on the device; mask sensitive information and clear it from logs and clipboard where applicable.	M		
MOB-17	Support remote session/token revocation, lost-device de-registration and forced upgrade for security-critical releases.	M		
MOB-18	Provide application telemetry for availability, crash rates, latency and transaction success while complying with privacy and retention requirements.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
MOB-19	Build, sign and release the iOS application from a macOS build machine owned by the Society, and demonstrate a successful build from the Society's repository on that machine before handover.	M		
MOB-20	Obtain or reconstruct the complete source code and signing key of the existing Android application and migrate the existing Google Play listing to the Society's organisation developer account without loss of installed users or update path.	M		
USD-01	Upgrade *657# and preserve the short code unless a formally approved change is required.	M		
USD-02	Provide secure registration/authentication, PIN change/reset, session timeout and configurable attempt/lockout controls.	M		
USD-03	Provide balance inquiry, five-transaction mini-statement and full-statement request delivered securely by approved email/SMS channel.	M		
USD-04	Provide inter-account transfer, M-Pesa deposit/withdrawal, loan balance, repayment and approved pre-qualified loan application.	M		
USD-05	Apply the same product, fee, limit, affordability, fraud and approval rules used by the ERP/mobile channels.	M		
USD-06	Post transactions in real time, provide unambiguous receipts and prevent duplicate processing on timeout or retry.	M		
USD-07	Log sessions and transactions without recording full PINs or sensitive authentication secrets and provide monitored failure/reversal queues.	M		
USD-08	Optimise menus and prompts for session duration, accessibility and low-bandwidth/feature-phone use.	M		
SEC-01	Implement an information-security management approach consistent with ISO/IEC 27001:2022 and the Vendor's certified scope.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
SEC-02	Comply with the Kenya Data Protection Act, 2019 and applicable regulations, SASRA requirements, AML/CFT obligations, the Computer Misuse and Cybercrimes Act and other applicable Kenyan law.	M		
SEC-03	Complete and maintain a data-flow inventory, processing register, data-classification scheme and privacy/security risk assessment for the solution.	M		
SEC-04	Execute a data-processing agreement defining documented instructions, confidentiality, security, subcontractors, breach support, deletion/return and audit rights.	M		
SEC-05	Encrypt data in transit using current secure protocols and encrypt sensitive data at rest, backups and portable media using approved algorithms and managed keys.	M		
SEC-06	Implement role-based access, least privilege, segregation of duties, maker-checker, privileged-access control and periodic access recertification.	M		
SEC-07	Integrate with the Society's approved directory/identity service, enforce MFA for privileged and remote access and prohibit shared administrator accounts.	M		
SEC-08	Maintain immutable, time-synchronized and exportable audit logs for authentication, privilege, configuration, data access, transactions, approvals, reversals and integration events.	M		
SEC-09	Forward security-relevant logs to the Society's monitoring/SIEM capability or provide secure integration to it, with alerting and documented use cases.	M		
SEC-10	Apply secure SDLC controls including threat modelling, code review, dependency/software-composition analysis, secrets scanning, SAST and DAST.	M		
SEC-11	Maintain a software bill of materials and remediate critical/high-risk vulnerable dependencies before production release.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
SEC-12	Arrange independent application, API, mobile and infrastructure penetration testing before go-live and at least annually during support; provide full reports and evidence of remediation/retest.	M		
SEC-13	Meet the latest applicable OWASP ASVS and MASVS controls at the level agreed during design and address OWASP Top 10/API Top 10 risks.	M		
SEC-14	Apply PCI DSS requirements where the solution stores, processes or transmits cardholder data; otherwise architect the solution to avoid card-data storage.	M		
SEC-15	Provide vulnerability and patch management with critical security patches assessed immediately and applied within agreed risk-based timelines.	M		
SEC-16	Notify the Society of a suspected security or personal-data incident without undue delay and within four (4) hours of confirmation, preserve evidence and cooperate with statutory notification timelines.	M		
SEC-17	Use production data in non-production only where expressly approved, minimised and masked; synthetic data is preferred.	M		
SEC-18	Host production data and primary processing within the Society's approved environment; cross-border transfer or external cloud processing requires prior written approval and legal safeguards.	M		
SEC-19	Subject personnel with privileged access to confidentiality commitments, background screening permitted by law and immediate access revocation on role change or exit.	M		
SEC-20	Provide secure configuration baselines, hardening guides, security operating procedures and an annual security assurance report.	M		
NFR-01	Provide at least 99.9% monthly availability for production digital and ERP services, excluding approved maintenance, and report availability from mutually accessible monitoring.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
NFR-02	Support at least 5,000 concurrent digital users at launch and demonstrate an architecture capable of scaling to 20,000 concurrent users.	M		
NFR-03	Achieve a 95th-percentile API response time of two seconds or less for standard enquiries under the agreed normal-load profile; end-to-end financial transactions shall meet agreed service benchmarks.	M		
NFR-04	Achieve at least 99.5% successful transaction completion excluding valid business declines and third-party outages, with transparent classification and reconciliation.	M		
NFR-05	Define and meet an RTO no worse than four (4) hours and an RPO no worse than fifteen (15) minutes for critical transaction services, subject to final infrastructure design approval.	M		
NFR-06	Conduct load, stress, endurance, failover and recovery tests using agreed peak and growth scenarios before go-live.	M		
NFR-07	Provide automated backup, encrypted off-site/DR copies, daily monitoring, periodic restoration tests and documented retention schedules.	M		
NFR-08	Provide graceful error handling, correlation IDs, user-friendly messages and no disclosure of stack traces, secrets or internal architecture.	M		
NFR-09	Maintain compatibility with supported browsers, current Android/iOS versions and the device coverage agreed in the SRS.	M		
NFR-10	Provide observability for application, database, infrastructure, integrations, queues, certificates, batch jobs and user-experience metrics.	M		
TST-01	Submit a master test strategy, requirements-to-test traceability matrix, entry/exit criteria and defect-severity model.	M		
TST-02	Perform unit, configuration, integration, system, regression, migration, security, performance, failover, backup/restore and UAT support testing.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
TST-03	Maintain test evidence for every mandatory requirement and do not close a requirement without demonstrable results and authorised sign-off.	M		
TST-04	Resolve all Critical and High defects before go-live; Medium defects require an approved workaround and dated remediation plan.	M		
TST-05	Provide UAT scripts for all departments and representative member journeys and support at least two UAT cycles.	M		
TST-06	Conduct a formal production-readiness review covering people, process, technology, security, data, support, rollback and communications.	M		
TST-07	Obtain written go-live approval; payment, use or partial deployment does not by itself constitute acceptance.	M		
TST-08	Provide a thirty-day hypercare report and a ninety-day stabilisation report with incident, performance, adoption and defect metrics.	M		
TRN-01	Conduct a training-needs and skills-gap assessment for ICT administrators, super-users, end users, support staff and management.	M		
TRN-02	Provide role-based curricula, training plans, attendance, pre/post assessments and feedback evaluation.	M		
TRN-03	Use instructor-led, hands-on, train-the-trainer, job-shadowing and recorded/self-service materials as appropriate.	M		
TRN-04	Train ICT staff on configuration, AL/extensions, integration, deployment, monitoring, security, backup, DR, troubleshooting and release management.	M		
TRN-05	Provide editable user manuals, administrator guides, SOPs, videos, quick-reference guides and release notes before UAT completion.	M		
TRN-06	Provide full technical documentation: architecture, source code, data dictionary, APIs, interfaces, jobs, reports, configurations, licences, runbooks and known errors.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
TRN-07	Store source code, infrastructure/configuration scripts, build pipelines and documentation in version-controlled repositories owned or controlled by the Society from project inception.	M		
TRN-08	Deliver a knowledge-transfer completion report and demonstrate that designated Society staff can build, deploy, support and recover the solution.	M		
SUP-01	Provide a named Service Delivery Manager, escalation matrix, ticketing access and monthly service-review meetings.	M		
SUP-02	Provide 24x7 support for P1 incidents and business-hours support with on-call escalation for other priorities.	M		
SUP-03	Meet the response, restoration and permanent-fix targets, availability, escalation and reporting obligations set out in Section 5.9.	M		
SUP-04	Provide incident, problem, change, release, capacity, availability, configuration and knowledge management processes.	M		
SUP-05	Perform quarterly health checks covering ERP, database, mobile/USSD, integrations, security, licences, certificates, backups, performance and technical debt.	M		
SUP-06	Provide monthly reports showing SLA, incidents, root causes, availability, performance, transaction success, security, patches, changes, licences and improvement actions.	M		
SUP-07	Provide regulatory and business change support through formal change control; no material change to scope, price, architecture or timeline is effective without written approval.	M		
SUP-08	Maintain compatibility of ERP, mobile, USSD, portals and integrations throughout the support term and remediate Vendor-caused regression without additional charge.	M		

ID	Requirement	Priority	Tenderer Response: Comply / Partial / Not Comply	Evidence / Proposal Page / Deviation
SUP-09	Provide twelve (12) months of post-go-live support, maintenance and defect correction at no additional charge from written go-live acceptance. The twelve-month warranty runs concurrently with this period.	M		
SUP-10	Provide exit assistance, current repositories, credentials, documentation, knowledge transfer and reasonable cooperation with a successor during the final month of the support period or upon termination.	M		

5.7 Deliverables and Acceptance

Ref.	Deliverable	Minimum Contents	Acceptance Gate
D01	Inception and governance pack	Detailed work plan, governance/RACI, communication plan, quality plan, risk/issue registers and mobilisation report.	Project Steering Committee approval
D02	Current state and fit-gap report	Architecture and object inventory, process assessment, license review, integration catalogue, security/privacy risks, data profile and prioritised fit-gap.	Business, ICT, Risk and Audit sign-off
D03	Approved SRS and solution design	Functional/non-functional requirements, HLD/LLD, upgrade path, data model, API design, UI/UX prototypes, security design and acceptance matrix.	Design sign-off
D04	Configured upgraded ERP	Approved target on-premises Business Central, AL extensions, modules, workflows, reports, roles and integrations in test/UAT.	System and integration test exit
D05	Migrated and reconciled data	Trial and production migrations, reconciliation workbooks, variance resolution and signed data-acceptance report.	Finance/business owner sign-off
D06	Android, iOS and USSD channels	Applications, USSD, API/middleware, app-store releases, signing assets, analytics/monitoring and operational runbooks.	Functional, security and UAT sign-off
D07	Testing and security pack	Test plans/results, RTM, defect register, performance/failover results, VAPT reports, remediation and retest evidence.	No open Critical/High defects
D08	Training and knowledge transfer	Training-needs report, curricula, materials, attendance, assessments, videos, manuals, administrator labs and completion report.	Training acceptance
D09	Production cutover and go-live	Cutover/rollback plan, backups, readiness review, deployment evidence, reconciliations, app-store availability and go-live report.	Written production acceptance
D10	Hypercare and stabilisation	30-day hyper care report and 90-day stabilisation report covering incidents, defects, performance, transaction success, adoption and actions.	Stabilisation acceptance
D11	Source code and documentation handover	Current repositories, build/deploy scripts, configurations, data dictionary, API specs, architecture, licences, keys/certificates under controlled transfer and complete runbooks.	Independent build/deploy and document review
D12	Post-go-live support and maintenance	Monthly SLA reports, quarterly health checks, patches, incident and problem records, security assurance and release notes for the twelve months following go-live acceptance.	Monthly service acceptance

Ref.	Deliverable	Minimum Contents	Acceptance Gate
D13	Exit and transition pack	Final repositories, documentation, configuration, credentials, asset/license inventory, open-item register and successor knowledge transfer.	Exit certificate

5.8 Implementation Schedule

Phase	Activity	Indicative Timing	Deliverable
1	Mobilisation and inception	Days 1-3	D01
2	Discovery, current-state assessment and fit-gap	Weeks 1-2	D02
3	Requirements, architecture, UI/UX and detailed design	Weeks 2-3	D03
4	ERP staged upgrade, AL conversion and functional configuration	Weeks 3-6	D04
5	Mobile/iOS/Android, USSD and API/middleware development	Weeks 3-7	D06
6	Migration rehearsals, integration, security and performance testing	Weeks 7-10	D05, D07
7	Training, UAT, readiness, cutover and go-live	Weeks 10–11	D08, D09
8	Hypercare, documentation and source code handover	Days 1–30 after go-live	D10, D11
9	Stabilisation and scheduled enhancement releases	Days 31–90 after go-live	D10
10	Post-go-live support and maintenance (no additional charge)	12 months from go-live acceptance	D12
11	Exit/transition assistance	Final month of the support period or upon termination	D13

Tenderers shall submit a resource-loaded Gantt chart showing dependencies, approvals, migration rehearsals, code freezes, blackout periods, testing cycles, app-store lead time and critical path. The three-month implementation deadline is mandatory unless changed by written addendum or approved contract change. Departmental enhancements not delivered at go-live shall be delivered in scheduled releases by the end of Month 6 at no additional cost.

5.9 Service Levels

5.9.1 Coverage. P1 incidents shall be supported 24 hours a day, 7 days a week, including public holidays. P2, P3 and P4 incidents shall be supported Monday to Friday, 8:00 a.m. to 5:00 p.m., excluding public holidays, with on-call escalation.

5.9.2 Logging and SLA clock. Incidents shall be logged through the Supplier's ticketing portal, email or support hotline. A P1 incident shall also be reported by telephone. The SLA clock starts when the ticket is logged and stops only while the Supplier is waiting for information or access from the Society, where this is recorded in the ticket.

5.9.3 Priority levels and targets.

The Supplier shall meet the following targets for each incident:

Priority	Definition and examples	Response	Restore / workaround	Permanent fix and updates
P1 Critical	ERP, mobile application or USSD unavailable to all users; M-Pesa or bank transactions failing to post; data corruption; confirmed security breach	15 minutes	4 hours	Permanent fix within 5 business days; updates every 30 minutes
P2 High	A major function, a branch or a single integration down (for example PesaLink, CRB or statements); many users affected; limited workaround	30 minutes	8 hours	Permanent fix within 10 business days; updates every 2 hours
P3 Medium	A single function or report failing; a workable alternative exists	4 business hours	2 business days	Next release, within 30 days; daily updates
P4 Low	Cosmetic issue, user question or minor change request	1 business day	5 business days	Agreed release; weekly updates

Priority shall be assigned by the Society. The Supplier may request a change of priority but shall not change it on its own. Restoration by workaround does not close the permanent-fix obligation.

5.9.4 Availability. Production ERP, mobile and USSD services shall be available at least 99.9% of each calendar month, equivalent to no more than about 43 minutes of unplanned downtime. Availability = (total minutes in the month - unplanned downtime) / (total minutes in the month - approved maintenance) x 100, measured from monitoring accessible to both parties.

5.9.5 Planned maintenance. Planned maintenance requires at least five (5) business days' written notice and the Society's prior approval, shall be carried out outside business hours and shall not exceed eight (8) hours in a calendar month.

5.9.6 Escalation. Unresolved incidents shall be escalated as follows:

Level	Contact	Trigger
1	Supplier support desk	Ticket logged
2	Service Delivery Manager	Any missed response time
3	Project or Account Director	P1 not restored within 2 hours; P2 not restored within 6 hours
4	Supplier's Chief Executive Officer or Managing Director	P1 not restored within 4 hours

5.9.7 Root cause analysis. The Supplier shall submit a written root cause analysis within two (2) business days of each P1 and within five (5) business days of each P2, stating the cause, the corrective action and the preventive action.

5.9.8 Reporting and review. The Supplier shall submit a monthly SLA report within five (5) business days after month end covering tickets, response and restoration times, availability, breaches, root causes and open items. A service review meeting shall be held every month.

5.9.9 Scope of post-go-live support. The twelve-month support period at no additional charge covers corrective maintenance and defect correction, security patches and Microsoft cumulative updates for the installed version, compatibility updates for new Android and iOS versions, configuration changes required for regulatory parameters, monitoring of integrations and certificates, and quarterly health checks. New modules or major new functionality shall be handled through change control.

5.9.10 Service credits. Service credits shall be deducted from the retention under Section 5.11 as follows:

Breach	Service credit
Each P1 incident not restored within 4 hours	0.5% of the Contract Price
Each P2 incident not restored within 8 hours	0.25% of the Contract Price
Monthly availability below 99.9%	0.5% of the Contract Price for that month
Monthly availability below 99.5%	1% of the Contract Price for that month

Service credits are capped at the retention amount. Three P1 breaches in one month, or availability below 99.5% in two consecutive months, constitutes a material breach under GCC 25.

5.9.11 Exclusions. Failures caused solely by the Society, or by third-party outages outside the Supplier's control (for example Safaricom or a bank), are excluded from service credits. The Supplier shall still log the incident, coordinate with the third party and provide evidence.

5.10 Consolidated Price Schedule

The Tenderer shall price the complete integrated scope. Every amount shall include labour, travel, tools, environments, interfaces, testing, documentation and incidental costs. VAT shall be shown separately.

No.	Description	Unit	Qty.	Unit Price (KES)	Total (KES)
1	Mobilisation, discovery, current-state assessment and fit-gap	Lot	1		
2	SRS, architecture, UI/UX, security/privacy design and project governance	Lot	1		
3	Business Central staged technical upgrade, C/AL-to-AL conversion and base configuration	Lot	1		
4	ERP/core-banking functional enhancements and departmental requirements	Lot	1		
5	Data migration, reconciliation, cutover and rollback readiness	Lot	1		
6	API gateway/middleware and all existing integration remediation/assurance	Lot	1		
7	Android and iOS mobile banking applications, app-store deployment and handover	Lot	1		

No.	Description	Unit	Qty.	Unit Price (KES)	Total (KES)
8	*657# USSD upgrade and integration	Lot	1		
9	Member, staff and vendor portal compatibility/remediation	Lot	1		
10	Testing, performance/failover testing, independent VAPT and remediation	Lot	1		
11	Training, change management, documentation and knowledge transfer	Lot	1		
12	Production deployment, app-store release, hypercare and 90-day stabilisation	Lot	1		
13	Business Central and related Microsoft licences/enhancement plan for the contract term	Lot	1		
14	Post-go-live support and maintenance for 12 months from go-live acceptance, as specified in Section 5.9	Lot	1	Included	Included
15	Other mandatory third-party licences/services (itemise in annex)	Lot	1		
16	Exit and transition assistance	Lot	1		
Subtotal exclusive of VAT					
Discount, if any					
Net Tender Price exclusive of VAT					
VAT at prevailing statutory rate					
Grand Total inclusive of VAT					
	Optional items: priced for information, not part of the Contract Sum; renewal at the Society's option				
O1	Business Central licence/enhancement plan renewal - Year 2	Year	1		
O2	Business Central licence/enhancement plan renewal - Year 3	Year	1		
O3	Annual support and maintenance - Year 2	Year	1		
O4	Annual support and maintenance - Year 3	Year	1		

Grand Total in Words: _____

Tenderer Name: _____

Authorised Signature: _____

Date: _____

5.11 Implementation Milestone Payment Schedule

Milestone	Payment	Basis
Approved inception, fit-gap and design (D01 to D03)	10%	Contract Sum excluding licenses
ERP upgraded and first full migration in UAT	30%	Contract Sum excluding licenses
Mobile, USSD and integrations complete in UAT	20%	Contract Sum excluding licenses
Go-live acceptance	20%	Contract Sum excluding licenses
90-day stabilization, documentation and source code handover	10%	Contract Sum excluding licenses
Retention: end of the 12-month support period with all defects closed, less service credits	10%	Contract Sum excluding licenses

Recurring licenses will be paid only against valid license evidence and the agreed billing cycle. The retention is released at the end of the twelve-month support period, less any service credits under Section 5.9. No payment constitutes acceptance of defective or incomplete work.

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions and Interpretation

The Contract consists of the signed Agreement, Notification of Award, Special Conditions, General Conditions, Procuring Entity's Requirements, accepted Technical Proposal, Price Schedule, SLA, approved clarifications and addenda. Inconsistency is resolved in that order unless the Agreement states otherwise.

2. Scope and Standard of Performance

The Supplier shall provide the complete integrated solution with due skill, care, diligence, security and good industry practice and remains responsible for all approved subcontractors, OEMs and personnel.

3. Contract Period

The term is fifteen (15) months from Notice to Proceed. Implementation and go-live shall be completed within three (3) months, followed by twelve (12) months of post-go-live support and maintenance at no additional charge. Where go-live is delayed, the support period runs from the date of written go-live acceptance.

4. Governance and Reporting

The Supplier will report through the Project Manager to the Society's Steering/Implementation Committee, maintain current plans and registers, attend governance meetings and submit monthly progress/service reports.

5. Personnel

Key personnel shall be available as proposed. Replacement requires prior written approval and equal or better qualifications. The Society may require removal of personnel for misconduct, security risk, incompetence or conflict.

6. Subcontracting and Assignment

No material subcontract or assignment is permitted without prior written approval. Approval does not relieve the Supplier of responsibility. Data-processing subcontractors require specific written approval and equivalent obligations.

7. Licence and Third-Party Components

The Supplier shall procure lawful licences, disclose restrictions and maintain entitlements. The Society will not bear undisclosed or unapproved licence, API, transaction or renewal costs.

8. Information Security and Data Protection

The Supplier shall implement Section V security requirements, process data only on documented instructions, maintain confidentiality, provide incident support and permit reasonable security/compliance audit.

9. Confidentiality

Each party shall protect confidential information and use it only for the Contract. The obligations survive termination. The Supplier shall not publicise the engagement or use the Society's name, logo or data without written consent.

10. Intellectual Property

Custom software, AL extensions, mobile/USSD code, integrations, configurations, scripts, designs and documentation created specifically and paid for under the Contract vest in the Society upon creation, subject to payment for accepted work. The Supplier retains pre-existing materials but grants the Society a

perpetual, irrevocable, worldwide, royalty-free licence necessary to use, modify, support and transition the solution. Third-party terms must be disclosed and approved.

11. Repositories and Source Code Safeguarding

The Supplier shall continuously commit current source, build/deployment scripts and documentation to Society-controlled repositories. No obfuscation, undisclosed dependency, password or technical measure may prevent independent build, deployment, maintenance or transition.

12. Change Control

No change to scope, price, architecture, security, deliverables or dates is effective without a written change request stating reason, impact, risk and approvals. Work performed without approval is at the Supplier's risk.

13. Testing and Acceptance

Deliverables are subject to inspection, testing and written acceptance against agreed criteria. Rejection shall state defects; the Supplier shall correct and resubmit without extra charge where within scope. Partial use or payment is not acceptance.

14. Warranty and Defect Liability

The Supplier warrants conformance, workmanship, security and non-infringement and shall correct defects at no additional cost for at least twelve months after production acceptance. The warranty period runs concurrently with the twelve-month post-go-live support period at no additional charge.

15. Service Levels

The Supplier shall meet the SLA and provide continuous support for critical incidents. Repeated or material failure may result in service credits, corrective-action plans, step-in, damages or termination, without double recovery.

16. Business Continuity and Disaster Recovery

The Supplier shall support backup, restore, failover and DR testing and maintain current runbooks. It shall cooperate in actual incidents and annual exercises.

17. Audit and Records

The Supplier shall maintain complete technical, security, financial, licence and service records for at least seven years or the longer period required by law/policy and provide reasonable access to the Society, auditors and lawful regulators.

18. Charges and Taxes

The Contract Price is inclusive of all costs except VAT shown separately. Statutory deductions may be made at source. Taxes are handled according to Kenyan law.

19. Payment

Payment is due only for accepted deliverables or accepted service periods upon a correct invoice and supporting evidence. The Society may withhold disputed amounts or amounts related to defective/incomplete work while paying undisputed amounts.

20. Performance Security

The performance security may be called for failure to sign/perform, failure to remedy default, unrecovered advance or other stated trigger. It shall remain valid through the required period.

21. Delay and Liquidated Damages

For Supplier-attributable delay, liquidated damages accrue at 0.5% of the value of the delayed milestone for each completed week, capped at 10% of the total Contract Price, without relieving performance or limiting termination rights.

22. Indemnities and Liability

The Supplier shall indemnify the Society against third-party IP infringement, unlawful acts, confidentiality/data breaches and injury/property damage caused by the Supplier, subject to agreed lawful limitations that do not exclude fraud, willful misconduct, gross negligence or liabilities that cannot lawfully be limited.

23. Insurance

The Supplier shall maintain appropriate professional indemnity, cyber liability, employer liability/work injury and other insurance appropriate to the risks and provide certificates on request.

24. Suspension and Step-In

The Society may suspend insecure or defective work and may take reasonable step-in measures to protect members, data or service continuity where the Supplier fails to act in an emergency, with costs allocated according to responsibility.

25. Termination

The Society may terminate material breach not cured within the stated notice, persistent delay/SLA failure, insolvency, corruption, unlawful processing, serious security failure or loss of a mandatory licence/certification. Either party may terminate for prolonged force majeure. The Society may terminate for convenience on notice and pay for accepted work and reasonable unavoidable demobilization, excluding lost profit on unperformed work.

26. Exit and Transition

On expiry or termination, the Supplier shall protect continuity, return/delete data as instructed, hand over current repositories, credentials, documentation, licenses and assets, resolve access and cooperate with the Society or successor. No lien may be asserted over Society data or custom source code.

27. Force Majeure

The affected party shall notify promptly, mitigate and continue unaffected obligations. Events caused by inadequate resourcing, subcontractor failure that could reasonably be avoided, lack of funds or failure to maintain required resilience are not force majeure.

28. Notices

Notices shall be in writing and delivered to the authorized addresses in the Special Conditions. Operational ticket notifications do not replace formal contractual notices unless expressly stated.

29. Governing Law and Disputes

The Contract is governed by Kenyan law. Disputes will first be escalated for good-faith negotiation, then mediation if agreed, and finally arbitration in Nairobi under the Arbitration Act, 1995, without preventing urgent court relief.

30. Entire Agreement and Waiver

The Contract and approved changes constitute the entire agreement. A waiver is effective only in writing and does not waive a later breach.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

GCC Ref.	Subject	Special Condition
GCC 1	Contract documents	Order of precedence as stated in GCC 1; the completed Requirements Traceability Matrix and accepted clarifications form part of the Contract.

GCC Ref.	Subject	Special Condition
GCC 3	Commencement and term	Commencement on written Notice to Proceed; 15 months total; implementation and go-live within 3 months, followed by 12 months of post-go-live support at no additional charge.
GCC 4	Project authority	Chief Executive Officer through the appointed Project Steering/Contract Implementation Committee.
GCC 8	Data location	Production data and primary processing within the Society's approved environment in Kenya unless prior written approval and lawful safeguards are obtained.
GCC 10	IP handover	Continuous repository access; formal assignment of custom deliverables; approved third-party and pre-existing IP schedule attached to the Contract.
GCC 13	Acceptance	No open Critical/High defects; completed reconciliation; successful performance, failover and security testing; written UAT and production acceptance.
GCC 14	Warranty	12 months from written go-live acceptance, running concurrently with the post-go-live support at no additional charge.
GCC 15	Availability	99.9% monthly for production services, excluding approved maintenance and exclusions attributable solely to the Society or documented third-party force majeure.
GCC 18	Currency and tax	Kenya Shillings; VAT shown separately; CBL deducted at source where applicable.
GCC 19	Payment	Implementation milestone schedule in Section 5.11, including the 10% retention released at the end of the support period; licenses against entitlement evidence and the agreed billing cycle.
GCC 20	Performance security	10% of Contract Price; delivered within 14 days of award; valid until 30 days after the warranty period.
GCC 21	Liquidated damages	0.5% of the delayed milestone value per completed week, capped at 10% of total Contract Price.
GCC 23	Minimum insurance	Professional indemnity and cyber liability limits to be agreed before signature based on Contract Price and risk; statutory employer/work-injury cover required.
GCC 25	Cure period	Normally 14 days for remediable material breach; immediate or shorter action may be required for security, privacy, corruption, illegality or service-continuity risk.
GCC 28	Society notices	Chief Executive Officer, Mhasibu Regulated DT SACCO Society Limited, Absa Towers, 8th Floor, Loita Street, P.O. Box 31295–00600, Nairobi, Kenya.
GCC 29	Seat and language	Nairobi, Kenya; English.

SECTION VIII - CONTRACT FORMS

Form A - Contract Agreement

This Agreement is made on _____ 20__ between Mhasibu Regulated DT SACCO Society Limited (the 'Society') and _____ (the 'Supplier') for SUPPLY, UPGRADE, DEVELOPMENT, CUSTOMISATION, INTEGRATION, TESTING, COMMISSIONING, SUPPORT AND MAINTENANCE OF MICROSOFT DYNAMICS 365 BUSINESS CENTRAL ERP, MOBILE BANKING APPLICATION AND USSD PLATFORM under Tender Reference MHS/ICT/ERP-MOBILE/01/2026.

The parties agree that the Contract Documents form one agreement and that the Supplier will perform the complete scope for the Contract Price and in accordance with the agreed implementation schedule, acceptance criteria, security obligations and SLA.

For the Society	For the Supplier
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Witness/Seal: _____	Witness/Seal: _____

Form B - Performance Security (Demand Guarantee)

[Bank/Insurer letterhead]

Beneficiary: Mhasibu Regulated DT SACCO Society Limited

Contract/Tender Reference: MHS/ICT/ERP-MOBILE/01/2026

Guaranteed Amount: KES _____ (10% of the Contract Price)

Expiry Date: _____

At the request of the Supplier, we irrevocably undertake to pay the Beneficiary any sum up to the Guaranteed Amount upon first written demand stating that the Supplier has failed to perform an obligation secured by this guarantee. The demand need not prove the breach beyond the statement required by the guarantee. This guarantee is governed by Kenyan law.

Guarantor: _____ Authorised Signatory: _____ Signature/Seal: _____ Date: _____

Form C - Deliverable Acceptance Certificate

Field	Details
Contract / Tender Reference	MHS/ICT/ERP-MOBILE/01/2026
Deliverable / Milestone	
Submission Date	
Acceptance Tests and Evidence	
Defects / Conditions	
Status	Accepted / Accepted with conditions / Rejected
Authorised Society Signatories	

Field	Details
Date	

Form D - Change Request

Field	Required Information
Change reference and date	
Requested by	
Description and business reason	
Requirements / deliverables affected	
Security, privacy and regulatory impact	
Schedule and resource impact	
Price impact with supporting breakdown	
Risk and rollback	
Decision and approvals	Approved / Rejected / Deferred

Form E - Data Processing and Security Schedule (Minimum Terms)

i. Subject matter, duration, nature, purpose, categories of personal data and data subjects.
ii. Processing only on documented instructions and confidentiality of authorised personnel.
iii. Technical and organisational security measures and evidence of effectiveness.
iv. Prior written approval and flow-down obligations for subprocessors.
v. Assistance with data-subject requests, impact assessments, complaints, audits and regulatory enquiries.
vi. Incident notification, investigation, evidence preservation, remediation and statutory-notification support.
vii. Return or secure deletion at the Society's choice, with certified completion, subject to lawful retention.
viii. Restrictions on cross-border transfers and production data in non-production environments.
ix. Audit rights and maintenance of processing/security records.

Form F - Beneficial Ownership Disclosure (Post-Award)

The notified successful tenderer shall complete this form before contract signature for each natural person who ultimately owns or controls the tenderer, directly or indirectly, in accordance with applicable law and the Society's instructions.

Beneficial Owner Detail	Information
Full legal name	
Nationality	
Country of residence	
Residential / service address	

Beneficial Owner Detail	Information
National ID / passport number	
KRA PIN, where applicable	
Direct ownership percentage	
Indirect ownership percentage and chain	
Voting rights / other means of control	
Politically exposed person status and details, if applicable	
Date beneficial ownership commenced	
Date ceased, if applicable	

We certify that the disclosed information is complete, accurate and current and undertake to notify the Society promptly of any material change.

Authorized Name: _____ Title: _____ Signature: _____

Date: _____ Official Stamp: _____