



CIC INSURANCE GROUP PLC

REQUEST FOR PROPOSAL: BUSINESS CHANGE & TRANSFORMATION SYSTEM

Release Date: Monday, 13th January 2025

Last Date for Receipt of bids: Monday, 27th January 2025 (3.00 pm)



IMPORTANT NOTES TO SUPPLIERS

- a) The purpose of this document is to assist CIC Group in the identification and evaluation of potential service providers who may subsequently be shortlisted.
- b) Prospective Service Providers must have experience of offering similar solutions to institutions and organizations comparable to CIC GROUP in terms of complexity and geographical coverage.
- c) In order to simplify this process, you need to provide **certified copies** of all supporting documents as requested in this RFP, for example, audited accounts, registration and compliance certificates, statements and policies among others listed.
- d) You may also be asked to clarify your answers or provide more details. Please answer every question. If the question does not apply to you, please write N/A; if you don't know the answer please write N/A.
- e) Failure to complete the information required in this RFP and/or to provide written answers to any further questions or requests for additional information or requests for clarification will result in the firm's elimination from further consideration.
- f) Please note that by responding to this RFP you accept that all answers provided in this RFP **are legally binding** on the supplier and should the need arise, may be used as evidence in any court of law, which has jurisdiction. Further, CIC Group reserves the right without further recourse to verify at its own cost the accuracy of any answers provided herein.
- g) All expenses and costs incurred by a respondent in connection with this RFP for preparation and lodging for submission (without limitation) shall be the sole responsibility of the respondent.
- h) Without limiting its right at law or otherwise CIC Group, may at its absolute discretion, suspend or defer this RFP.
- i) The bidders are advised to provide all mandatory requirements as may be specified in the RFP Document. Please note that failure to provide mandatory documentation will result in disqualification.
- j) Bidders Canvassing for the tender shall lead to automatic disqualification and subsequent elimination of the applicant
- k) **Clarification of Bidding Document**

All correspondence related to the contract/proposal shall be made in English.

All other subsequent clarifications relating to this RFP Must be submitted through Procurement via the below address. The deadline for submission of proposals is **Monday, 27th January 2025 (3.00 pm)**

Procurement Manager,
CIC Plaza, Mara Road
P.O. Box 59485-00200,
Nairobi Kenya.
Email: Procurement.dept@cic.co.ke

Should there be any ambiguity, conflict, discrepancy, omission, doubt, uncertainty or other error, the Bidder shall seek clarification in writing through the above address. Any clarification sought by the bidder in respect of the RFP shall be addressed at least **four (4) days** before the



deadline for submission of bids. It is the responsibility of the Bidder to obtain any further information required to complete this RFP.

Any clarification requests and their associated response will be circulated to all Bidders.

The RFP Clarification Template should be as follows: -

- Company Name:
- Contact Person: (primary Supplier contact)
- E-mail:
- Phone:
- Fax:
- Document Number/Supplier

#	Date	Section/ Paragraph (2)	Question
1			
2			
3			

The queries and replies thereto shall then be circulated to all other prospective bidders (without divulging the name of the bidder raising the queries) in the form of an addendum, which shall be acknowledged in writing by the prospective bidders.

Enquiries for clarifications should be sent on the messaging platform of the supplier portal and/or the electronic contact details provided by the vendor.

l) Amendment of Bidding Document

At any time prior to the deadline for submission of bids, CIC GROUP, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

All prospective Bidders that have received the bidding documents will be notified of the amendment in writing, and it will be binding on them. It is therefore important that bidders give the correct details in the format given in this RFP document.

To allow prospective Bidders reasonable time to take any amendments into account in preparing their bids, CIC GROUP may at its sole discretion extend the deadline for the submission of bids based on the nature of the amendments.

m) Instructions for Submission of Bids

All bidders are advised to conform to the below instructions on bid submission and clarifications in all instances:

The proposals Must be delivered on or before **Monday, 27th January 2025 by 3:00 pm**. Any bid received after this deadline will not be accepted.

- The bid should be clearly marked “RFP for BCT System 2025” and shall sent electronically be sent to Tenders@Cic.co.ke.



- ii. The bids shall be submitted in PDF in all instances, any bids submitted in any other format shall not be accepted.
- iii. **The financial proposal shall be sent in a password PDF protected document.** The Procurement team shall request for the password after closure of the bid submission time.
- iv. Any correspondences or clarifications with regards to this invitation should be sent via email to Procurement.dept@cic.co.ke

n) Responsiveness of Proposals

The responsiveness of the proposals to the requirements of this RFP will be determined. A responsive proposal is deemed to contain all documents or information specifically called for in this RFP document. A bid determined not responsive will be rejected by CIC GROUP and may not subsequently be made responsive by the Bidder by correction of the non-conforming item(s).

The order and flow of the bidder's response should be as per the RFP having a table of contents.

o) Evaluation and Comparison of Bids

A two-stage procedure will be adopted by CIC GROUP for evaluating the proposals, with the technical evaluation of all proposals received in time being completed prior to any financial proposal being evaluated. Technical proposals will be evaluated based on the requirements as specified in this RFP document.

Financial bids of firms whose technical proposals are found to be non-qualifying in whatever respect shall not be further evaluated. Once the bids are opened, bid evaluation will commence.

Vendors may also be called upon to make brief and short presentations and /or demos on their proposals before a panel constituted by CIC GROUP. In the event that CIC GROUP may need to visit client site, vendors will be notified in writing. CIC GROUP may also make surprise unannounced visits to the vendor's offices to verify any information contained in the bid document. All visits are at the discretion of CIC GROUP.

CIC Group Insurance Ltd may, at any time, terminate the procurement proceedings without entering into a contract and also reserves the right to accept or reject any or all proposals and is not bound to give reasons for its decision or incurring any liability; and is not obligated to award the RFP to the firm that offers the lowest price.



SECTION 1: BACKGROUND

- 1.1 Bidders, willing to be considered for 'RFP for BCT System 2025' are expected to furnish CIC GROUP with among others the vital information as captured in Appendix I, which will be treated in strict confidence by CIC GROUP.
- 1.2 **The Financial proposal** shall clearly indicate the total cost for the solution. The upset limits shall include all costs of travel expenses, telephone calls and site visits, material testing and taxes (VAT etc.)
- 1.3 Where applicable, the fixed total costs shall be broken down into tasks and percentages as indicated in the Price Schedule section of this RFP and shall be broken down clearly.
- 1.4 A two-stage procedure will be adopted by the CIC GROUP for evaluating the proposals, with the technical evaluation of all proposals received in time being completed prior to any financial proposal being evaluated.
- 1.5 Bidders are requested to hold their proposals valid for one hundred and twenty (120) days from the closing date for the submission. CIC GROUP will make its best efforts to arrive at a decision within this period.
- 1.6 Assuming that the Contract will be satisfactorily concluded, the bidders shall be expected to commence the assignment after the final agreement is reached.
- 1.7 The contracting arrangements shall define clearly the responsibilities and the services to be provided by each firm in the case of a joint venture/partnership.



SECTION 2: SCOPE OF WORK

2.1. Background

CIC Group PLC is an insurance company that has been in the market for over 50 years. The company has three subsidiaries CIC General Insurance, CIC Life Assurance and CIC Asset Management with CIC Group serving as the holding company. CIC's mission is to enable people achieve financial security. Our vision is to be a world class provider of insurance and other financial services. The company has over 25 branches in Kenya and regional presence in South Sudan, Uganda and Malawi.

CIC Insurance Group is the preferred underwriter of over 10-million-member Co-operative Movement in Kenya in which it is also a founder member. CIC ranks among the most successful insurance companies in Kenya and is the leading co-operative insurer in Africa. The company is also focusing to be a leader in the region and is targeting to expand operations in the East and Central parts of Africa

2.2. Objectives of the RFP

The Business Change & Transformation team is responsible for driving process improvement and managing change initiatives within the company. The team comprises of Business Analysts, who handle business processes, Standard Operating Procedures (SOPs), and manuals, alongside Project Managers, who are tasked with overseeing the execution of ongoing projects.

To support these functions, the team requires an effective Project Management tool that will centralize project oversight, facilitate collaboration, and provide a comprehensive view of all ongoing business transformation activities. This Business Requirements Document (BRD) outlines the key requirements for selecting a tool that meets these operational needs.

2.3. Scope of Work:

This document covers the functional and non-functional requirements necessary for selecting a suitable Project Management tool. The scope includes:

- i. **Business Processes:** Ensuring the tool supports the management of business processes, Including documentation and optimization.
- ii. **Project Management:** Facilitating project planning, execution, and monitoring for both ongoing and future initiatives.
- iii. **Collaboration:** Providing a centralized platform for team collaboration, task assignment, and communication.
- iv. **Reporting:** Supporting robust reporting functionalities to track project progress, key performance indicators (KPIs), and overall project health.
- v. **Integration:** Ensuring the tool can integrate with existing systems used by the Business Change & Transformation team (Emails, Ms Project, Visio, SharePoint etc).
- vi. **Optimized Resource Allocation:** The tool should provide real-time visibility into resource availability and distribution, ensuring efficient allocation across multiple projects. It should also identify resource constraints early to address potential bottlenecks, enabling smoother workflows and timely project.



2.4 Business Needs

1.1. Centralized Project Oversight

The tool must provide a comprehensive platform to consolidate all project-related information. This will allow both Business Analysts and Project Managers to monitor the progress of projects, manage tasks, and ensure alignment with business objectives.

1.2. Efficient Process Management

As Business Analysts manage business processes, SOPs, and manuals, the tool needs to offer robust process documentation and management capabilities. This will help standardize and automate processes, reducing manual efforts and improving operational consistency.

1.3. Improved Collaboration

The Project Management tool should enhance cross-functional collaboration by offering features such as task assignment, communication tools, and file sharing. This is crucial for keeping all stakeholders aligned, reducing communication gaps, and ensuring timely project execution.

1.4. Real-Time Reporting and Analytics

The team requires real-time access to project data and performance metrics. The tool must support customizable reporting and dashboards to track project KPIs, resource allocation, timelines, and any risks or issues that may arise.

1.5. Resource Management and Allocation

A key business need is the ability to manage resources effectively. The tool should help in planning, allocating, and tracking resources such as personnel, budgets, and time, to ensure projects are completed within scope, budget, and timelines.

1.6. Scalability and Flexibility

The selected tool must be scalable to accommodate the growing needs of the Business Change & Transformation team. It should be flexible enough to support diverse project types, varying team sizes, and future expansion in scope.

1.7. Integration with Existing Systems

The tool should integrate with other systems and software already used by the organization, such as document management systems, communication tools, and existing project management solutions. This will ensure seamless data flow and reduce redundancies.

1.8. Risk Management and Compliance

The tool should include features that allow for identifying, assessing, and mitigating risks within the project lifecycle. Additionally, it should help ensure compliance with industry standards and internal policies by providing audit trails and maintaining proper documentation.

2.5 Functional and Non-Functional Requirements

Table 2: Requirements

No.	Requirement Description	Requirement Category	User
1	Documents Review	Functional	PMO
2	Ability to add Stakeholder analysis - Register	Functional	PMO
3	Ability to add Stakeholder analysis as per RACI	Functional	PMO
4	Ability to send a survey to my stakeholders, give feedback and analysis	Functional	PMO
5	Access any documents	Functional	PMO
6	Budget wish list - cost review have the tool consolidated, have the same approved	Functional	PMO
7	Initiate change request for the base line	Functional	PMO
8	Maintain all the plans in the tool	Functional	PMO
9	Engagement plan	Functional	PMO
10	Stakeholders plan	Functional	PMO
11	Traceability matrix	Functional	PMO
12	Change Approval and audit trails	Functional	PMO
13	Monitoring and tracking for UAT/On going, baselines Performance for all projects	Functional	PMO
14	Entry criteria	Functional	PMO
15	Exit criteria	Functional	PMO
16	Procurement - performance Vs contract track the vendor on timeline basis	Functional	PMO
17	Procurement - Categorise the documents	Functional	PMO
18	The system should have controls	Functional	PMO
19	Tailor the miles stones/gates/dependencies	Functional	PMO
20	Resource Register that ties to the global projects and track, plan on the resources	Functional	PMO
21	Document the project list	Functional	PMO
22	Allow to perform the analysis, risks, methods used	Functional	PMO
23	UAT tracking	Functional	PMO
24	Document the lessons Learnt	Functional	PMO
25	Ability to generate a dashboard	Functional	PMO
26	Ability to generate a presentation in Word, PowerPoint in different views	Functional	PMO
27	Risk register Document, analysis	Functional	PMO
28	Communication plan - schedule nuggets to share on email	Functional	PMO
29	Set the methodology - Agile, waterfall and hybrid	Functional	PMO
30	Ability to do Handover projects	Functional	PMO
31	User Journey - short and friendly	Functional	PMO
32	Soft Kanban - milestones measures - output	Functional	PMO
33	Team collaboration - Ticketed communication	Functional	PMO

34	Burn up and burn down charts - Outstanding and completed milestones	Functional	PMO
35	Timesheets - how long it takes to a do task	Functional	PMO
36	Task management - due dates, dependency	Functional	PMO
37	Centralised data management	Functional	PMO
38	Automate Ranking of the progress of the projects	Functional	PMO
39	The tool should be able to initial a project from a BA side by uploading the documents and the HOD is able to assign the same to a PM	Functional	PMO
40	Enhance communication to all the stakeholders, - review and share feedback	Functional	PMO
41	Documents archive - time dated	Functional	PMO
42	Create a project plan, schedule, effort estimation, resource allocation, update on milestones, capability for PM to make updates	Functional	PMO
43	Generate dashboard - excel, word	Functional	PMO
44	Ability to upload tasks	Functional	PMO
45	Portfolio management - Global View of all the projects, pm should view their projects and their fellow PMs projects	Functional	PMO
46	Ability to track Budget Vs Actual	Functional	PMO
47	Ability to provide different analysis	Functional	PMO
48	Ability to Baseline	Functional	PMO
49	Ability to manage a program (Related projects put together)	Functional	PMO
50	Ability to audit trail	Functional	PMO
51	Ability to manage waterfall, agile hybrid methodologies	Functional	PMO
52	Ability to upload, update, manage, risk and generate a report	Functional	PMO
53	Change control work flow	Functional	PMO
54	Collaboration of all the workstreams - streeco, working team view, review, receive notification on task that are due to them	Functional	PMO
55	Reports in different format - word, excel and PowerPoint	Functional	PMO
56	Baselines should be done in the system - budget and the timelines	Functional	PMO
57	Dashboards should be customizable - highlight key issues across the portfolio milestones to show all the baselines	Functional	PMO
58	Project planning and schedule should be user friendly- have an option of uploading excel, ms	Functional	PMO
59	Ease of use	Technical	PMO
60	Multi languages/ currencies	Technical	PMO
61	User roles and rights-Assign user rights-Who has access to what - Admin/Supper Admin, user - view only	Technical	PMO
62	Security	Technical	PMO
63	Audit trails	Technical	PMO
64	Set up and changes in workflow	Technical	PMO
65	Domain login	Technical	PMO

66	Ability to have an app	Technical	PMO
67	Integration to outlook, SharePoint, Ms office or any other system	Technical	PMO
68	Capture, organize, and prioritize requirements.	Functional	BA
69	Templates for different types of requirements (e.g., functional, non-functional, user stories).	Functional	BA
70	Traceability matrix to link requirements to design, development, and testing activities.	Functional	BA
71	Version Control: Systems that track changes to documentation and requirements to maintain a clear history.	Functional	BA
72	Support for various modelling techniques.	Functional	BA
73	Tools for creating diagrams, flowcharts, and process models.	Functional	BA
74	Ability to link models to requirements for better understanding.	Functional	BA
75	Templates for creating comprehensive requirements documents.	Functional	BA
76	Features for generating reports, such as traceability matrices and status updates.	Functional	BA
77	Integration with version control systems for document management.	Functional	BA
78	Real-time collaboration features for working with stakeholders.	Functional	BA
79	Commenting and discussion capabilities.	Functional	BA
80	Integration with communication platforms (e.g., email, chat).	Functional	BA
81	Facilitate communication and document sharing.	Functional	BA
82	Change Tracking: Managing and tracking changes in business processes or system configurations.	Functional	BA
83	Impact Analysis: Systems to simulate and predict the impact of changes in processes on performance metrics and KPIs.	Functional	BA
84	Data Storage & Access.	Functional	BA
85	Project Tracking- Visibility on the stage when to handover etc.	Functional	BA
86	Generate reports to summarize findings.	Functional	BA
87	Support for creating and sharing presentations.	Functional	BA
88	Follow up and signs offs	Functional	BA
89	Business Writings/Documents Templates	Functional	BA
90	Tracking Benefit Realisations	Functional	BA

2. Acceptance Criteria and Success Metrics

2.1. Acceptance Criteria

This outlines the specific conditions that must be met for the selected Project Management tool to be considered acceptable for deployment. These criteria ensure that the tool meets the business requirements and is aligned with the operational needs of the Business Change & Transformation team. The acceptance will be based on the successful fulfillment of functional, non-functional, and performance requirements as well as stakeholder satisfaction.

Table 3: Acceptance Criteria

No.	Acceptance Criteria	Success Matrix
1.	Ease of Use and Adoption	User-friendly interface, 80% of users to use the tool with minimal training.
2.	Core Functionality	The tool must have at least 80% project management functions and business process management.
3.	Collaboration Features	99% collaboration between Business Analysts and Project Managers.
4.	Optimized Resource Allocation	Resources (personnel, budget, time) are effectively allocated to high-priority tasks, achieving 95% resource optimization, and minimizing ad-hoc reallocations.
5.	Performance and Reliability	99% Uptime.
6.	Reporting and Analytics	Create reports and generate dashboard ASAP.
7.	Integration Capabilities	Support API connections and must integrate with existing software systems.
8	Scalability	Scalable and must support the current PMO and BA Function.

2.2 Proposal Requirements

We invite vendors to submit proposals that cover the following:

1. Preliminary Requirements

The bidder is required to attach the following documents.

- a) Provide a Company Profile and specify whether the company is a sole proprietorship, partnership or registered company.
- b) Certificate of incorporation/Certificate of registration.
- c) Valid Tax compliance certificate or its equivalent for international firms.
- d) Recent CR12 showing the list of directors.
- e) Audited financial statements for the recent last 3 years.



2. Technical Requirements

The bidder should attach the following documentation.

1. Firm's & Team Qualifications

- a) Provide details of the organization structure, showing relevant qualifications for the firm, senior management and the project team.
- b) Specify number of years the organization has been offering similar service as per the scope of work in section 2 (attach evidence).
- c) Detail any relevant certifications and professional accreditations for the firm and proposed individual staff from local and international accreditation bodies relevant for execution of this solution. **Please note to attach copies of such certifications for each of the proposed solutions.**
- d) Bidders should provide manufacturer/Partner authorization for each of the proposed solution.

2. Capability & Capacity

- a) Provide a detailed understanding of the project scope and approach to Meeting the required specifications/solution.
- b) Demonstrate capability and capacity to provide technical and functional requirements and functionalities as per CIC GROUP requirements in scope of work in section 2.3 and **Table 2** in section 2.5. **This should be demonstrated/outlined in the same order as per table 2.**
- c) Documentary evidence on the existing technical resources.

3. Project Methodology and Work Plan

- a) The vendor should attach Proposed approach and methodology of implementing the solution. In addition, provide a detailed schematic design of the solution.
- b) Provide vendor's schedule outlining the timeline and estimated completion date of each task to cover the proposed implementation period. This should include a schedule with a description of all deliverable products throughout the proposed period. A graphical representation (Gantt Chart) of the proposed schedule shall be included in your proposal.

4. Project Support Services

- a) Specify proposed level of **Local after sales service support/ service level agreement** with clear escalation matrix.
- b) The technical proposals must include appropriate confirmation as having capacity to offer after sales Local support for the proposed solution.



5. References

- a) Provide evidence of At least Five (5) references where similar solution has been supplied/implemented in within the last five (5) years. Attach evidence (copies of contracts, LPO's/recommendation letters).
- b) Provide a list with contact information for the references.

6. Business Planning & Management Policies

- a) Bidders should have a clear plan for business continuity and management policies. They should attach the following documentation.
- b) Insurance cover - Employer's liability; Public Liability; Professional indemnity, WIBA.
- c) Code of conduct/ethics; company employment policy; Green Agenda/Environmental Policy and customer service Policy.

SECTION 3: GENERAL CONDITIONS OF CONTRACT

3.1. *Introduction*

Specific terms of contract shall be discussed with the Vendor whose proposal will be accepted by CIC GROUP. The resulting contract shall include but not be limited to the general terms of contract as stated below from 3.2 to 3.22.

3.2. *Award of Contract*

Following the opening and evaluation of proposals, CIC GROUP will award the Contract to the successful vendor. CIC GROUP will communicate to the selected Vendor its intention to finalize the draft conditions of engagement submitted earlier with their proposals. After agreement will have been reached, the successful Vendor shall be invited for agreement and signing of the Contract Agreement to be prepared by CIC GROUP in consultation with the Vendor.

3.3. *Application of General Conditions of Contract*

These General Conditions (sections 3.2 to 3.22) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

3.4. *Bid Validity Period*

Bidders are requested to hold their proposals valid for one hundred and twenty (120) days from the closing date for the submission.

3.5. *Non-variation of Costs*

The prices quoted for the service and subsequently agreed and incorporated into the contract shall be fixed during the contract period.

3.6. *Warranties, Indemnity and Insurance*

The professional indemnity shall be submitted within 10 days of notification of award. The proceeds of the Performance indemnity shall be payable to CIC Group as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. The professional indemnity shall be valid for a minimum of 6 months.



Each party represents and warrants to the other that they have the authority to enter into an Agreement and have the requisite corporate power to enter into Agreement without obtaining the consent of any third party.

The Vendor warrants that: There are no commitments, conflicts of interest or other circumstances which will inhibit it from providing the Services; It has the proper resources (including, but not limited to, personnel and expertise) to perform the obligations set out into an Agreement.

The Vendor warrants that the Agreement will not conflict with nor will not, constitute a breach of any other contract, agreement or undertaking to which the Vendor is or may become a party and that the Vendor will not enter into any contract, agreement or undertaking which conflicts with, is inconsistent with, prejudices the provisions and intentions of or constitutes a breach of the provisions and intentions of in the Agreement. The Vendor is not aware of any matter which will or may cause it to be unable to comply with any of its obligations set out in the Agreement in a proper and timely manner; and the Vendor's employees, agents and Sub-contractors will perform all the Services pursuant to this Agreement in a timely and professional manner, in full compliance at all times with all of the laws and regulations relating to the provision of the Services, and shall not do anything which would cause the Client or any member of the the Client , or their respective agents or employees or the Vendor to be in violation of any law, ordinance or regulation in connection with the provision of the Services under this Agreement.

The Vendor shall be liable for any loss or damage that may be caused by any of its employees, agents or Vendors to any of the Client's Property. The parties shall indemnify and keep each other together with their personnel indemnified from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with any act, omission, default, breach of statutory duty, negligence or breach of this Agreement by or on the part of the indemnifying party, its employees or agents.

Where any claim or dispute arises in connection with this Agreement, each party's liability to the other in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the contract price. For the avoidance of doubt, this limit is not an aggregate but shall apply separately to each individual dispute or claim. The limit set out in this Clause shall not apply to any liability for death or personal injury caused by the negligence of either party, in respect of which the parties' liability shall be unlimited.

3.7. Delays in the Vendor's Performance

Delivery and performance of the service shall be made by the successful Vendor in accordance with the time schedule as per agreed Contract.

If at any time during the performance of the Contract, the Vendor should encounter conditions impeding timely delivery and performance of the Services, the Vendor shall promptly notify CIC GROUP in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, CIC GROUP shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated



damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in the case of “force majeure” as provided in Clause 3.14, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages pursuant to Clause 3.8.

3.8. Liquidated Damages for Delay

The contract resulting out of this RFP shall incorporate suitable provisions for the payment of liquidated damages by the vendor in case of delays in performance of contract.

All services must be delivered and implemented within agreed timelines after CIC GROUP issues a purchase order. Any delayed in commencement of the execution of the contract will attract a penalty of 2 percent of the cost of the Purchase Order value per year for every week of late commissioning up to a maximum of 4 weeks after which CIC GROUP will cancel the LPO black list the Vendor for at least three years and exercise its rights under the performance bond.

Notwithstanding the provisions detailed in this section above, CIC GROUP reserves the right to terminate the award at any time and take corrective measures as necessary to protect CIC GROUP interests, which interest are solely determined by CIC GROUP.

3.9. Governing Language

The Contract shall be written in the English Language All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English.

3.10. Applicable Law

This agreement arising out of this Request for Proposal shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

3.11. Vendor’s Obligations

The Vendor is obliged to work closely with CIC GROUP's staff, act within its own authority, and abide by directives issued by CIC GROUP that are consistent with the terms of the Contract.

The Vendor will abide by the job safety measures and will indemnify CIC GROUP from all demands or responsibilities arising from negligence, accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold CIC GROUP responsible or obligated.

The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors. The Bidder will not disclose CIC GROUP's information it has access to, during the course of the work, to any other third parties without the prior written authorization of CIC GROUP. This clause shall survive the expiry or earlier termination of the contract

3.12. CIC GROUP’s Obligations

In addition to providing Vendor with such information as may be required by the bidder to complete the project, CIC GROUP shall Provide the Vendor with specific and detailed relevant information concerning the contract



3.13. Confidentiality

The parties undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the agreed contract) nor without the prior written consent of the other disclose to any third party information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the signed contract. The terms of this Clause shall survive the expiry or earlier termination of the contract.

The Vendor shall be required to sign a Non-Disclosure Agreement prior to commencement of the project.

3.14. Force Majeure

- a. Neither Bidder nor CIC GROUP shall be liable for failure to meet contractual obligations due to Force Majeure.
- b. Force Majeure impediment is taken to mean unforeseen events, which occur after signing the contract with the successful bidder, including but not limited to strikes, blockade, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by Authorities or other stipulations or restrictions by authorities, in so far as such an event prevents or delays the contractual party from fulfilling its obligations, without its being able to prevent or remove the impediment at reasonable cost.
- c. The party involved in a case of Force Majeure shall immediately take reasonable steps to limit consequence of such an event.
- d. The party who wishes to plead Force Majeure is under obligation to inform in writing the other party without delay of the event, of the time it began and its probable duration. The moment of cessation of the event shall also be reported in writing.
- e. The party who has pleaded a Force Majeure event is under obligation, when requested, to prove its effect on the fulfilling of the contemplated contract.

3.15. Payment Terms

- a. CIC GROUP's standard payment terms are within thirty (30) days from the date of invoice.
- b. The Vendor shall meet the full operational costs of its survey and design teams including all travels, remuneration, insurance, emergency medical aid, accommodation, offices and facilities, communications and all that is necessary to carry out the service.
- c. CIC GROUP will not make any payments in advance.
- d. CIC GROUP will issue a Purchase Order for all the services ordered and payment will be based on the purchase order amount.
- e. CIC GROUP will not accept partial deliveries on agreed project deliverables and neither will CIC GROUP make partial payments.
- f. Costs shall include administrative and technical support from the Vendor's Head Office.
- g. Payment to the Vendor shall be made on the basis of actual contractual progress reports as certified by CIC GROUP and agreed upon during contract signing.
- h. **Cost Structure and Non-escalation** - The Bidders shall, in their offer, detail the proposed costs since no price escalation under this contract shall be allowed.
- i. **Taxes and Incidental Costs** - The prices and rates in the financial bid shall be deemed to be inclusive of all taxes and any other incidental costs.



3.16. Way forward

Once the bids are opened, bid analysis will commence and vendors may be informed when their bid has been short-listed. Short listed vendors will be invited to demonstrate their proposal if need be and to decide for site visits. In the event that CIC GROUP may need to visit client site, vendors will be notified in writing. CIC GROUP may also make surprise unannounced visits to the bidder's offices to verify any information contained in the bid document. All visits are at the discretion of CIC GROUP.

3.17. Bid Effectiveness

It is a condition of CIC GROUP that the vendor guarantees the sufficiency, and effectiveness of the proposal to meet CIC GROUP requirements as outlined in this document. CIC GROUP will hold the Vendor solely responsible for the accuracy and completeness of information supplied in response to this tender. CIC GROUP will hold the Bidder responsible for the completeness of the proposal and that were the bidder to be awarded the tender, they would implement the project without any additional requirements/cost from CIC GROUP.

3.18. Buyer's Rights

CIC GROUP reserves the right to reject any or all the tender bids without giving any reasons and CIC GROUP has no obligation to accept any offer made. CIC GROUP also reserves the right to keep its selection and selection criteria confidential. Bids not strictly adhering to tender document conditions may not be considered by CIC GROUP whose decision on the matter shall be final. The vendor's terms and conditions will not form part of any contract with CIC GROUP in relation to this tender. Bids not strictly adhering to RFP conditions may not be considered by CIC GROUP whose decision on the matter shall be final.

Canvassing is prohibited and will lead to automatic disqualification.

3.19. Responsibility as an Independent Contractor

The Vendor agrees to take overall responsibility for any services rendered; regardless of whether third parties engaged by the vendor or the vendor himself carry them out

3.20. Delivery

- a. CIC GROUP shall require the bidder to deliver the service as per the agreed delivery timelines and expectations as will be agreed by both parties. The tracking of delivery expectations shall be based on issuance of a Local Purchase Order or Written instructions from CIC GROUP. The bidder shall submit a tentative project schedule of how they intend to execute the contract.
- b. Partial delivery on the contractual scope shall not be acceptable and CIC GROUP will not compensate for any partial delivery.
- c. **Commencement and Duration of Project** - The Vendor shall commence the services immediately following signature of the service contract with CIC Group. The total tentative duration for the project will however depend on criticality of each scope or how CIC GROUP will scale the requirements and budget availability but may be staggered for a period of 5 years.



3.21. Other Terms & Conditions

- a) All statutory payments (if any) shall be indicated in the Bid.
- b) Delayed submission of project reports directly related to the Vendor's action or inaction will result in cancellation of the contract and the award of the same to another Vendor. CIC GROUP shall not be held liable in the event that this occurs.
- c) The execution of recommendations shall be tendered for by CIC GROUP using the bill of quantities provided by the Vendor.
- d) By responding to this document, the prospective Vendor accepts to abide by the conditions set herein.
- e) Intellectual property for all outputs of the service shall rest with The CIC Group. Personnel involved will be required to sign an appropriate release.
- f) The prospective Vendor shall ensure that all Contract Materials are neatly and legibly compiled and contains adequate information to demonstrate the nature and extent of the services, and to support all conclusions, findings and opinions.
- g) The prospective Vendor shall agree that when using CIC GROUP's premises or facilities for the purposes of this Contract, will comply with all reasonable directions and procedures relating to occupational health, safety and security in operation at the premises or in regard to the facilities (including any smoke-free work-place policy) whether specifically drawn to the attention of the visiting party or as might reasonably be inferred from the circumstances.
- h) Should the Vendor fail to meet these conditions, CIC GROUP reserves the right to terminate the Contract and take legal action for breach of Contract.
- i) The prospective Vendor does not have the right to modify, replace or amend any terms and conditions outlined in this document. The Vendor's terms and conditions are not part of any contract awarded by CIC GROUP.



SECTION 4: PRICE SCHEDULE

SECTION 4: PRICE SCHEDULE

The price(s) quoted shall include all taxes, levies and all other relevant charges. CIC GROUP is seeking a breakdown of pricing as indicated below. Bidders should provide a detailed cost breakdown in **Kenya Shillings** (CIC GROUP will not accept amounts in any other currency)

The bidders are advised to provide a detailed summarized proposal with a three-year total cost of ownership for all the lots they are participating in. where applicable indicate any secondary costs like upgrade costs

Price Schedule Template

No.	Description	Unit	Qty	Unit Cost	Sub Total Costs	Taxes (VAT +Withholding tax)	Grand Total Cost
1	Implementation Cost						
2	License costs						
3	Training Costs						
4	Annual Maintenance Cost						
	TOTAL YEAR 1 COSTS INCLUSIVE OF ALL TAXES	n/a	n/a	n/a	-	-	-
5	Year 2 Cost						
6	Year 3 Cost						
Total Recurrent costs (Year 2 & 3)					-	-	-
Total cost of ownership over 3 years inclusive of all taxes (Kes)					-	-	-
Total cost of ownership over 3 years inclusive of all taxes (Kes)					-	-	-

Notes

- a) The total cost above MUST be inclusive of all taxes and duties (VAT, duties, freight costs and Withholding tax)
- b) There shall not be any advance payments that will be offered. Indicate payment stages.
- c) Provide an itemized list of any items not included above and related costs that Supplier deems necessary to provide the information to meet the requirements specified in proposal. Failure to provide said list shall not relieve the Supplier from providing such items as necessary to meeting all of the requirements specified in proposal at the Fixed Price Purchase Costs proposed.
- d) Clearly indicate the license structure of the proposed solution. At minimum, the License Price should have One Production and One UAT Environment license. Where applicable please provide the cost implication of purchasing a DR License as well and provide the indicative cost implications of adding more licenses



ANNEXURES

APPENDIX I

The following are vital information that should be attached as part of the bidder's proposal.

No.	Description
a)	All copies of any certificates included in the bid response should be certified as "true copy of original" else CIC GROUP may not use them in the evaluation process.
b)	Provide a list of available tools that will be used or required for implementation.
c)	Where applicable, provide copy of the latest (2023/2024) peer review reports of the proposed solution by internationally recognized bodies such as Gartner, Forester etc.
d)	It will not be enough for Bidders to just write complied or not complied on the technical requirements compliance forms. <i>The bidders are advised to provide appropriate justification, references, manufacturer Technical datasheets etc</i> so support their proposal.
e)	Any other information / documents which may be considered necessary or useful for this RFP.