



**THE PRESIDENT'S AWARD - KENYA**

Proud to be

**THE DUKE OF EDINBURGH'S  
INTERNATIONAL AWARD**

in Kenya



Patron - His Excellency the President of the Republic of Kenya

## **TENDER DOCUMENT**

**FOR**

**SUPPLY, DELIVERY, INSTALLATION, TESTING, TRAINING,  
COMMISSIONING AND SUPPORT SERVICES FOR CLOSED/OPEN-  
SOURCE ENTERPRISE  
RESOURCE PLANNING (ERP) SYSTEM FOR PRESIDENT'S  
AWARD-KENYA**

**CHIEF EXECUTIVE OFFICER  
PRESIDENT'S AWARD- KENYA  
P.O BOX 62185-00200 NAIROBI.  
15 ELGON RD, UPPER HILL**

**CLOSING DATE:22<sup>nd</sup> APRIL, 2024 AT 10.30AM**

## INVITATION TO TENDER (ITT)

PROCURING ENTITY: PRESIDENT'S AWARD- KENYA

CONTRACT NAME AND DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION, TESTING, TRAINING, COMMISSIONING AND SUPPORT SERVICES FOR CLOSED/OPEN-SOURCE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM – TENDER NUMBER: PAK/ONT/001/2023-2024

The Secretariat invites sealed tenders for the construction of Supply, Delivery, Installation, Testing, Training, Commissioning and Support Services for Enterprise Resource Planning (ERP) System at The President's Award- Kenya (PAK) offices.

Tendering will be conducted under national open competitive method using a standardized tender document. Tendering is open to all eligible, qualified and interested Tenderers.

Qualified and interested tenderers may obtain further information during office hours from 8.30 am to 4.00 pm at the address given below.

A complete set of tender documents will be downloaded for free from the website: [www.presidentsaward.or.ke](http://www.presidentsaward.or.ke) and PPIP Portal: [tender.go.ke](http://tender.go.ke) free of any charges. All clarifications and/or amendments will be published on the PA - K'S website and tenderers are required to regularly check for any addendums or amendments in the course of the bidding period prior to the closing date.

All Tenders must be accompanied by a tender security of **Ksh.100,000.00** from a reputable bank operating in Kenya or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority.

Completed tenders must be delivered to the address below on or before **Tuesday 22<sup>nd</sup> April, 2024 AT 10.30 A.M** Electronic Tenders will **not** be permitted.

Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below. Late tenders will be rejected.

The addresses referred to above are:

Address for obtaining further information.

CHIEF EXECUTIVE OFFICER  
PRESIDENT'S AWARD- KENYA SECRETARIAT  
P.O BOX 62185-00200 NAIROBI.

15 ELGON RD, UPPER HILL

Address for Submission of Tenders.

CHIEF EXECUTIVE OFFICER  
PRESIDENT'S AWARD- KENYA SECRETARIAT  
P.O BOX 62185-00200 NAIROBI.

15 ELGON RD, UPPER HILL

Address for Opening of Tenders.

CHIEF EXECUTIVE OFFICER  
PRESIDENT'S AWARD- KENYA SECRETARIAT  
P.O BOX 62185-00200 NAIROBI.

15 ELGON RD, UPPER HILL

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PART 1 - TENDERING PROCEDURES

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## SECTION I - INSTRUCTIONS TO TENDERERS (ITT)

### Section I - Instructions to Tenderers

#### GENERAL

#### Scope of Tender

- 1.1 The Procuring Entity, as indicated in the TDS, issues this tendering document for the supply and installation of the Information System as specified in Section V, Procuring Entity's Requirements. The name, identification and number of lots (contracts) of this ITT are specified in the TDS.

#### Definitions

- 2.1 Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in the Section VI, General Conditions of Contract.

- 2.3 Throughout this tendering document:

The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement

system used by the Procuring Entity) with proof of receipt;

If the context so requires, "singular" means "plural" and vice versa; and

"Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

"Information System" shall carry the same meaning as "Information Technology".

#### **Fraud and Corruption**

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/ or civil sanctions may be

imposed. To this effect, Tenderers shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the TDS firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3.4 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

#### 4 Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter in to such an agreement supported by a Form of Intent. Public employees and their close relatives (spouses, children, brothers, sisters and uncles and aunts) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV

members shall be specified in the TDS. □

4.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms / organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

Receives or has received any direct or indirect subsidy from another Tenderer; or

Has the same legal representative as another Tenderer; or

Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

Any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Tender; or

Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity as Project Manager for the Contract implementation; or

Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDSITT2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

Has a close business or family relationship with a professional staff of the Procuring

Entity

who: -

Are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/ or the Tender evaluation process of such Contract. or

Would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate as a Tenderer or as JV member in more than one Tender except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit the participation of a Tenderer as subcontractor in another Tender or of a firm as a subcontractor in more than one Tender.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity

with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case maybe. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub- consultants for any part of the Contract including related Services.

- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke)
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they (I) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 The Procuring Entity may require tenderers to be registered with certain authorities in Kenya. Such registration shall be defined in the TDS, but care must be taken to ensure such registration requirement does not discourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signing of the contract.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III- EVALUATION AND QUALIFICATION CRITERIA, Item 9".
- 4.11 Pursuant to the eligibility requirements of ITT 4.11, a tenderer is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less than 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are



prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)

- 4.13 Tenderers shall be considered ineligible for procurement if they offer goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

## 5 Eligible Goods and Services

- 5.1 The Information Systems to be supplied under the Contract may have their origin in any eligible country.
- 5.2 For the purposes of this tendering document, the term “Information System” means all:
- i. the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and
- the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Tenderer and as specified in the Contract.
- 5.3 For purposes of ITT 5.1 above, “origin” means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 5.4 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement under this Act.

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6.1 The Invitation to Tender Notice issued by the Procuring Entity is not part of this tendering document.

6.2 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the

Minutes of the preTender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

## 7 Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall bear the Tenderer's own expense.

## 8 Pre-Tender Meeting and a pre- arranged pretender visit of the site of the works

8.1 The Procuring Entity shall specify in the TDS if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the TDS if a pre-arranged pretender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

## 9 Clarification of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise

its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so, specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification resulting changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 10.

## 10 Amendment of Tendering Document

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage in accordance with ITT 8.1.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

## PREPARATION OF TENDERS

### 11 Cost of Tendering

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### 12 Language of Tender

- 12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Procuring Entity, shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

### 13 Documents Comprising the Tender

- 13.1 The Tender submitted by the Tenderer shall comprise the following:

Form of Tender prepared in accordance with ITT 14;

Price Schedules completed in accordance with ITT 14 and ITT 16;

Tender Security or Tender-Securing Declaration in accordance with ITT 22;

Alternative Tender: if permissible, in accordance with ITT 15;

Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 23.3;

Eligibility of Information System: documentary evidence established in accordance with ITT 16.1 that the Information System offered by the Tenderer in its Tender or in any alternative Tender, if permitted, are eligible;

Tenderer's Eligibility: documentary evidence in accordance with ITT 17 establishing the Tenderer's eligibility and qualifications to perform the contract if its Tender is accepted;

Conformity: documentary evidence established in accordance with ITT 18 that the Information System offered by the Tenderer conform to the tendering document;

Subcontractors: list of subcontractors, in accordance with ITT 18.4;

Intellectual Property: a list of: Intellectual Property as defined in GCC Clause 15;

All Software included in the Tender, assigning each item to one of the software categories defined in GCC Clause 1.1(C):

System, General Purpose, and Application Software; or

Standard and Custom Software;

All Custom Materials, as defined in GCC Clause 1.1(c), included in the Tender;

All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c); Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the Information System); and

Any other document required in the TDS.

13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members indicating at least the parts of the Information System to be executed by the respective members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the information System to be executed by the respective members.

13.1 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender. The Tenderer shall serialize page so fall tender documents submitted.

#### 14 Form of Tender and Price Schedules

14.1 The Tenderer shall complete the Form of Tender, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

#### 15 Alternative Tenders

15.1 The TDS indicates whether alternative Tenders are allowed. If they are allowed, the TDS will also indicate whether they are permitted in accordance with ITT 13.3, or invited in accordance with ITT 13.2 and/or ITT 13.4.

15.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the TDS, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.1 Except as provided under ITT 15.4 below, Tenderers wishing to offer technical alternatives to the Procuring Entity's requirements as described in the tendering document must also provide: (i) a price at which they are prepared to offer an Information System meeting the Procuring Entity's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

15.4 When Tenderers are invited in the TDS to submit alternative technical solutions for specified parts of the system, such parts shall be described in Section V, Procuring Entity's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Information System shall be considered by the Procuring Entity on their own merits, pursuant to ITT 35.

#### 16 Documents Establishing the Eligibility of the Information System

16.1 To establish the eligibility of the Information System in accordance with ITT 5, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

## 17 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 17.1 To establish its eligibility and qualifications to perform the Contracting accordance with Section III, Evaluation and Qualification Criteria, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.
- 17.2 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.
- 17.3 The purpose of the information described in ITT 15.1 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 17.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control, any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.5 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.6 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.7 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then: If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,

If the contract has been awarded to that tenderer, the contract award will be set aside, the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.8 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## 18 Documents Establishing Conformity of the Information System

18.1 Pursuant to ITT 11.1(h), the Tenderer shall furnish, as part of its Tender documents establishing the conformity to the tendering documents of the Information System that the Tenderer proposes to design, supply and install under the Contract.

18.2 The documentary evidence of conformity of the Information System to the tendering documents including:

Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must also address any other topics specified in the TDS. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties;

Written confirmation that the Tenderer accepts responsibility for the successful integration and inter-operability of all components of the Information System as required by the tendering documents;

An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Tenderer is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample



Tendering Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the tender, the item-by-item commentary shall prevail;

Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and

Any separate and enforceable contract(s) for Recurrent Cost items which the TDS ITT 17.2 required Tenderers to tender.

- 18.3 References to brand names or model numbers or national or proprietary standards designated by the Procuring Entity in the tendering documents are intended to be descriptive and not restrictive. Except where explicitly prohibited in the TDS for specific items or standards, the Tenderer may substitute alternative brand /model names or standards in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.
- 18.4 For major items of the Information System as listed by the Procuring Entity in Section III, Evaluation and Qualification Criteria, which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Tenderer shall include in its Tender information establishing compliance with the requirements specified by the Procuring Entity for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 18.5 The Tenderer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITT 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITT 5 and ITT 16.1.

## 19 Tender Prices

- 19.1 All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Tenderer to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.
- 19.2 Unless otherwise specified in the TDS, the Tenderer must also tender Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of

the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost table in the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:

If specified in the TDS, the Tenderer must also tender separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;

prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Tenderer's own allowance for price increases; prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.

19.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCC and SCC Clause 12 – Terms of Payment. Tenderers may be required to provide a breakdown of any composite or lump-sum items included in the Cost

Tables

19.4 The price of items that the Tenderer has left blank in the cost tables provided in the Sample Tender Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the tender and, provided that the tender is substantially responsive, an adjustment to the tender price will be made during tender evaluation in accordance with ITT 31.3.

19.5 The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of incoterms specified in the TDS, as follows:

Goods supplied from outside Kenya:

Unless otherwise specified in the TDS, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in Kenya. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1(e) (iii). In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country;

Locally supplied Goods: Unit prices of Goods offered from within Kenya, shall be quoted on an EXW (ex- factory, ex works, ex ware house or off- the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of

the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded; and Inland transportation.

19.6 Unless otherwise stated in the TDS, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITT 17.5, whether the Goods are to be supplied locally or from outside Kenya, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITT 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.

19.7 The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/ or apply in Kenyan /to the price of the Services invoiced to the Procuring Entity, if the Contract is awarded.

19.8 Unless otherwise specified in the TDS, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Procuring Entity or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these tendering documents (as, e.g., a requirement for the Tenderer to include the travel and subsistence costs of trainees).

19.9 Unless otherwise specified in the TDS, prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to increases on any account. Tenders submitted that are subject to price adjustment will be rejected.

## 20 Currencies of Tender and Payment

20.1 The currency (ies) of the Tender and currencies of payment shall be the same. The Tenderer shall quote in Kenya shillings the portion of the Tender price that corresponds to expenditures incurred in Kenya currency, unless otherwise specified in the TDS.

20.2 The Tenderer may express the Tender price in any currency. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than two foreign currencies in addition to Kenyan currency.

## 21 Period of Validity of Tenders

21.1 Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline date prescribed by the Procuring Entity in accordance with ITT

23.1. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

21.2 exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20.1, it shall also be extended for thirty days (30) beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

## 22 Tender Security

22.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.

22.2 A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms.

22.3 If a Tender Security is specified pursuant to ITT 20.1, the tender security shall be a demand guarantee in any of the following forms at the Tenderer's option: cash;  
a bank guarantee;

a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

any other form specified in the TDS.

If an unconditional guarantee is issued by a non-bank financial institution located outside Kenya, the issuing non-bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required.

22.4 In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms or in another substantially similar format approved by the Procuring Entity prior to Tender submission. In neither case, the form must include the complete name of the Tenderer. The Tender Security shall be valid for thirty days (30) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 19.2.

22.5 If a Tender Security or a Tender-Securing Declaration is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

22.6 The Tender Security shall be returned/release as promptly as possible

The procurement proceedings are terminated;

The procuring entity determines that none of the submitted tenders is responsive;

A bidder declines to extend the tender validity.

Once the successful Tenderer has signed the Contract and furnished the required Performance Security.

22.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or

if the successful Tenderer fails to:

sign the Contract in accordance with ITT 47; or

furnish a performance security in accordance with ITT 48.

22.8 Where the Tender-Securing Declaration is executed the Procuring Entity will recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.

22.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the tender. If the JV has not been legally constituted in to a legally enforceable JV at the time of Tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 11.2.

22.10 A tenderer shall not issue a tender security to guarantee itself.

## 23 Format and Signing of Tender

23.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE". In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 23.2 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 23.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 23.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 23.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

#### SUBMISSION AND OPENING OF TENDERS

#### 24 Submission, Sealing and Marking of Tenders

- 24.1 The Tenderer shall deliver the Tender in a two, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

In an envelope marked “ORIGINAL”, all documents comprising the technical proposal Tender, as described in ITT 11; and

In an envelope marked “COPIES”, all required copies of the technical proposal Tender; and,

If alternative Tenders are permitted in accordance with ITT 13, and if relevant:

In an envelope marked “ORIGINAL–ALTERNATIVETENDER”, the alternative Tender; and

in the envelope marked “COPIES – ALTERNATIVE TENDER” all required copies of the alternative Tender.

- 24.2 The inner envelopes shall:

Bear the name and address of the Tenderer;

Be addressed to the Procuring Entity/ Employer in accordance with ITT 23.1;

ITT 1.1; Bear the specific identification of this Tendering process specified in accordance with  
and

Bear a warning not to open before the time and date for Tender opening.

The outer envelopes shall:

Be addressed to the Procuring Entity/ Employer in accordance with ITT 23.1;

ITT Bear the specific identification of this Tendering process specified in accordance with  
1.1; and bear a warning not to open before the time and date for Tender opening.

24.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

## 25 Deadline for Submission of Tenders

25.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time indicated in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

25.2 The Procuring Entity may, at its discretion, extend this deadline for submission of Tenders by amending the tendering documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers will thereafter be subject to the deadline as extended.

## 26 Late Tenders

26.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer. 27 Withdrawal, Substitution, and Modification of Tenders

27.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked

“WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and

received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT23.

27.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

27.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tender and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## 28 Tender Opening

28.1 Except as in the cases specified in ITT 24 and ITT 25.2, the Procuring Entity shall conduct the Tender opening in public, in the presence of Tenderers’ designated representatives who chooses to attend, and at the address, date and time specified in the TDS. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified in the TDS.

28.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

28.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

28.4 Envelopes marked “Modification” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only Tenders that are opened and read out at Tender opening shall be considered further.

28.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and the Tender Price(s), including any discounts and alternative Tenders, and indicating whether there is a modification; the presence or absence of a Tender Security or Tender-Securing Declaration; and any other details as the Procuring Entity may consider appropriate.



28.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further in the evaluation. The Form of Tender and the Price Schedules are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.

28.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

28.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

The name of the Tenderer and whether there is a withdrawal, substitution, or modification;

The Tender Price, per lot if applicable, including any discounts;

Any alternative Tenders; and

The presence or absence of a Tender Security or a Tender-Securing Declaration.

28.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

#### Evaluation and Comparison of Tenders

### 29 Confidentiality

29.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the Notification of Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

29.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.

29.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

#### Clarification of Tenders

30.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its

Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction

of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.

30.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

### 31 Deviations, Reservations, and Omissions

31.1 During the evaluation of Tenders, the following definitions apply:

“Deviation” is a departure from the requirements specified in the tendering document;

“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

“Omission” is the failure to submit part or all of the information or documentation required in the tendering document.

### 32 Determination of Responsiveness

32.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

32.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that;

If accepted, would:

Affect in any substantial way the scope, quality, or performance of the Information System specified in the Contract; or

Limit in any substantial way, in consistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the proposed Contract; or

if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

32.3 The Procuring Entity shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section V, Procuring Entity's Requirements have been met without any material deviation, reservation, or omission.

32.4 To be considered for Contract award, Tenderers must have submitted Tenders:

for which detailed Tender evaluation using the same standards for compliance determination as listed in ITT 29 and ITT 30.3 confirms that the Tenders are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in substantially the full required quantities for the entire Information System or, if allowed in the TDS ITT 35.8, the individual Subsystem, lot or slice Tender on; and are deemed by the Procuring Entity as commercially and technically responsive; and

that offer Information Technologies that are proven to perform up to the standards promised in the tender by having successfully passed the performance, benchmark, and/or functionality tests the Procuring Entity may require, pursuant to ITT 39.3.

### 33 Non-material non-conformities

33.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any nonconformity in the Tender that does not constitute a material deviation, reservation or omission.

33.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

33.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS.

### 34 Correction of Arithmetical Errors

34.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.

34.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

### 35 Conversion to Single Currency

35.1 For evaluation and comparison purposes, the currency (ies) of the Tender shall be converted into a single currency as specified in the TDS.

### 36 Margin of Preference and Reservations

36.1 A margin of preference on local contractors may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/ threshold specified in the Regulations.

36.2 A margin of preference shall not be allowed unless it is specified so in the TDS.

36.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 34.4.

36.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by the authority to be specified in the TDS, a procuring entity shall ensure that the invitation to tender specifically indicates in the TDS that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

### 37 Evaluation of Tenders

37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender.

37.2 To evaluate a Tender, the Procuring Entity shall consider the following:

Price adjustment due to discounts offered in accordance with ITT 14.4;

converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33;

price adjustment due to quantifiable non material non-conformities in accordance with ITT

31.3; and any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.

### 38 Preliminary Examination

38.1 The Procuring Entity will examine the tenders, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors have been made, whether required sure ties have been furnished and are substantially complete (e.g., not missing key parts of the tender or silent on excessively large portions of the Technical Requirements). In the case where a pre-qualification process was undertaken for the Contract (s) for which these tendering documents have been issued, the Procuring Entity will ensure that each tender is from a pre-qualified Tenderer and, in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification.

### 39 Technical Evaluation

39.1 The Procuring Entity will examine the information supplied by the Tenderers Pursuant to ITT 11 and ITT 16, and in response to other requirements in the Tendering document, considering the following factors:

Overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;

suitability of the Information System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in

the Preliminary Project Plan included in the tender; achievement of specified performance criteria by the Information System;

compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by Tenderers, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the tender;

type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the Information System;

any other relevant technical factors that the Procuring Entity deems necessary or prudent to take into consideration;

any proposed deviations in the tender to the contractual and technical provisions stipulated in the tendering documents.

39.2 The Procuring Entity's evaluation of tenders will consider technical factors, in addition to cost factors. The Technical Evaluation will be conducted following the Criteria specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the technical merits of each Tender. All tenders that fail

to pass this evaluation will be considered non-responsive and will not be evaluated further.

39.3 Where alternative technical solutions have been allowed in accordance with ITT 13, and offered by the Tenderer, the Procuring Entity will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

39.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

#### 40 Financial/ Economic Evaluation

40.1 To evaluate a Tender, the Procuring Entity shall consider the following:

price adjustment due to unconditional discounts offered in accordance with ITT 26.8; excluding provisional sums and contingencies, if any, but including Day work items, were priced competitively.

Price adjustment due to quantifiable non material non-conformities in accordance with ITT

31.3;

converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 33; and the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

If price adjustment is allowed in accordance with ITT 17.9, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

40.1 The Procuring Entity will evaluate and compare the Tenders that have been determined to be substantially responsive, pursuant to ITT 35.4. The evaluation will be performed assuming either that:

The Contract will be awarded to the Lowest Evaluated Tender for the entire Information System; or

if specified in the TDS, Contracts will be awarded to the Tenderers for each individual Subsystem, lot, or slice if so, defined in the Technical Requirements whose Tenders result in the Lowest Evaluated Tender/ Tenders for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Tenders. Such discounts will be considered in the evaluation of tenders as specified in the TDS.

## 41 Comparison of Tenders

41.1 The Procuring Entity shall compare all substantially responsive Tenders in accordance with ITT 35.6 to determine the lowest evaluated cost.

## 42 Abnormally Low Tenders and Abnormally High Tenders

42.1 An Abnormally Low Tender is one where the Tender price in combination with other constituent elements of the Tender appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

42.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

42.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

### Abnormally High Tenders

42.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

42.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

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If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

If specifications, scope of work and/ or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

42.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

#### 43 Unbalanced or Front-Loaded Tenders

43.1 If the Tender that is evaluated as the lowest evaluated cost is, in the Procuring Entity's opinion, seriously unbalanced or front loaded the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Tender prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the tendering document.

43.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may: - Accept the Tender; or

If appropriate, require that the total amount of the Performance Security be increased, at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the Contract Price; or

Reject the Tender.

#### 44 Eligibility and Qualification of the Tenderer

44.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

44.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 15.

44.3 Unless otherwise specified in the TDS, the Procuring Entity will NOT carry out tests at the time of post- qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so, specified in the TDS the Procuring Entity may carry out such tests as detailed in the TDS.



- 44.4 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the next lowest evaluated cost or best evaluated Tender, as the case may be, to make a similar determination of that Tenderer's qualifications to perform satisfactorily.
- 44.5 The capabilities of the manufacturers and subcontractors proposed by the Tenderer that is determined to have offered the Best Evaluated Tender for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a Form of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the Tenderer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Tender price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.
- 44.6 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III-EVALUATION AND QUALIFICATION CRITERIA.
- 45 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders
- 45.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

## AWARD OF CONTRACT

- 46 Award Criteria
- 46.1 Subject to ITT 40, the Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest/ best Evaluated Tender. The determination of the lowest/ Best Evaluated Tender will be made in accordance to one of the two options as defined in the TDS. The methodology options are:

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender

whose When rated criteria are used: The Tenderer that meets the qualification criteria and

Tender:

Is substantially responsive; and

Is the Best Evaluated Tender (i.e., the Tender with the highest combined technical/ quality/ price score); or

When rated criteria are not used: The Tenderer that meets the qualification criteria and whose Tender has been determined to be:

Most responsive to the tendering document;  
and The lowest evaluated cost.

#### 47 Procuring Entity's Right to Vary Quantities at Time of Award

47.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated in the TDS.

#### 48 Notice of Intention to enter into a Contract/ Notification of award

48.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring

Entity shall issue a Notification of Intention to Enter into a Contract/ Notification of award to all tenderers which shall contain, at a minimum, the following information: The name and address of the Tenderer submitting the successful tender; The Contract price of the successful tender;

a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;

the expiry date of the Standstill Period; and

instructions on how to request a debriefing and/ or submit a complaint during the standstill period;

#### 49 Standstill Period

49.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

49.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

## 50 Debriefing by the Procuring Entity

50.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

50.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

## 51 Letter of Award

51.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT44.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

## 52 Signing of Contract

52.1 Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

52.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

52.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

52.4 Notwithstanding ITT 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Tenderer shall not be bound by its Tender, provided that the Tenderer can demonstrate that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

## 53 Performance Security

53.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the performance security in accordance with the General Conditions, subject to ITT38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the

Procuring Entity. A foreign institution providing a Performance Security shall have a correspondent financial institution located in Kenya.

53.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

#### 54. Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information: Name and address of the Procuring Entity;

Name and reference number of the contract being awarded, a summary of its scope and the selection method used;

The name of the successful Tenderer, the final total contract price, the contract duration. Dates of signature, commencement and completion of contract;

Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

#### 55. Adjudicator

55.1 Unless the TDS states otherwise, the Procuring Entity proposes that the person named in the TDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 43.1. In this case, a résumé of the named person is attached to the TDS. The proposed hourly fee for the Adjudicator is specified in the TDS. The expenses that would be considered reimbursable to the Adjudicator are also specified in the TDS. If a Tenderer does not accept the Adjudicator proposed by the Procuring Entity, it should state its non-acceptance in its Tender Form and make a counter proposal of an Adjudicator and an hourly fee, attaching résumé of the alternative. If the successful Tenderer and the Adjudicator nominated in the TDS happen to be from the same country, and this is not Kenya too, the Procuring Entity reserves the right to cancel the Adjudicator nominated in the TDS and propose a new one. If by the day the Contract is signed, the Procuring Entity and the successful Tenderer have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 43.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.

#### 56. Procurement Related Complaints and Administrative Review

- 56.1 The procedures for making a Procurement-related Complaint are as specified in the TDS.
- 56.2 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Information System to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

| Reference to ITC Clause      | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS   |
|------------------------------|--|
| <b>A. General</b>            |  |
| ITT 1.1                      | <p>The reference number is: PAK/ONT/001/2023-2024<br/>                     The Procuring Entity is: THE PRESIDENT'S AWARD-KENYA</p> <p>The name of the ITT is: Supply, Delivery, Installation, Testing, Training, Commissioning and Support Services for Enterprise Resource Planning (ERP) System</p> <p>The number and identification of lots (contracts) comprising this ITT is: None</p>   |
| ITT 3.3                      | The firms (if any) that provided consulting services for the contract being tendered for are Not Available   |
| ITT 4.1                      | Maximum number of members in the JV shall be Three (3)   |
| ITT 4.9                      | The Procuring Entity may require tenderers to be registered with Information Communication and Technology Authority (ICTA) in Systems and Applications (ICTA Level 2)  |
| <b>B. Tendering Document</b> |  |
| ITT 8.1                      | <p>For <u>Clarification of Tender purposes</u> only, the Procuring Entity's address is:</p> <p>Attention: Chief Executive Officer<br/>                     Address: P.O BOX 62185-00200 NAIROBI, 15 ELGON RD, UPPER HILL</p> <p>City: Nairobi<br/>                     ZIP Code: 00100<br/>                     Country: Kenya<br/>                     Telephone: +254 787419325<br/>                     Facsimile number: None<br/>                     Electronic mail address: <a href="mailto:info@presidentsaward.or.ke">info@presidentsaward.or.ke</a><br/>                     Requests for clarification should be received by the Procuring Entity no later than:<br/>                     Three (3) days to tender closing date.</p> |
| ITT 8.2                      | Web page: None   |

|                           |  |
|---------------------------|--|
| ITT 8.4                   | A Pre-Tender meeting shall not take place.<br>A site visit conducted by the Procuring Entity shall not be organized.   |
| ITT 9.1                   | The Procuring Entity shall publish its response at the website: <a href="http://www.presidentsaward.or.ke">www.presidentsaward.or.ke</a> or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a>   |
| C. Preparation of Tenders |  |
| ITT 13.1 (k)              | The Tenderer shall submit with its Tender the following additional documents:<br>As required in the evaluation criteria  |
| Reference to ITC Clause   | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS   |
| ITT 15.2                  | Alternatives to the Time Schedule are not permitted.   |
| ITT 15.4                  | Alternative technical solutions shall not be permitted.  |
| ITT 17.2                  | Prequalification has not been undertaken.  |
| ITT 18.2 (a)              | In addition to the topics described in ITT Clause 16.2 (a), the Preliminary Project Plan must address the following topics:<br>v) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format); i) Implementation Sub-Plan; ii) Training Sub-Plan;<br>v) Testing and Quality Assurance Sub-Plan;<br>v<br>v) Warranty Defect Repair<br>vi<br>v) Technical Support Service Sub-Plan (Service level agreement template) |
| ITT 18.3                  | In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Tenderers are required to offer specific brand names and models for the following limited number of specific items:<br>None  |
| ITT 19.2                  | The Tenderer must tender Recurrent Cost Items  |
| ITT 19.2 (a)              | The Tenderer must tender for contracts of Recurrent Cost Items not included in the main Contract.  |
| ITT 19.5                  | The Incoterms edition is: Incoterms® 2020  |
| ITT 19.5 (a)              | Named place of destination is: Nairobi, Kenya  |
| ITT 19.6                  | Named place of final destination (or Project site) is: President's Award Kenya Nairobi- Kenya  |
| ITT 19.8                  | There is no modification to ITT 17.8   |

|              |   |
|--------------|---|
| ITT 19.9     | The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.  |
| ITT 20.1     | The Tenderer is required to quote in the currency of Kenya the portion of the Tender price that corresponds to expenditures incurred in that currency.  |
| ITT 21.1     | The Tender validity period shall be One Hundred and Twenty (120) days.  |
| ITT 22.1     | A Tender Security shall be required.<br>If a Tender Security shall be required, the amount and currency of the Tender Security shall be <b>One hundred Thousand Shillings (100,000/-)</b> Kenya Shillings |
| ITT 22.3 (v) | Other types of acceptable securities are None   |
| ITT 23.1     | In addition to the original of the Tender, the number of copies is: one (1) Copy  |
| ITT 23.3     | The written confirmation of authorization to sign on behalf of the Tenderer in the company letterhead shall consist of Power of Attorney letter   |

|                         |  |
|-------------------------|--|
|                         | D. Submission and Opening of Tenders   |
| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS   |
| ITT 24.1                | The Tenderer shall deliver the Tender in a ONE sealed envelope   |
| ITT 25.1                | For <u>Tender submission purposes only</u> , the Procuring Entity's address is:<br><br>Attention: Chief Executive Officer<br>President's Award-Kenya<br>Box 62185<br><br>Street Address: Elgon road, Upper hill<br>City: Nairobi<br>ZIP Code: 00100<br>Country: Kenya<br>The deadline for Tender submission is:<br>Date: TUESDAY 22nd APRIL, 2024<br>Time: 10.30 A.M |
| ITT 25.1                | Tenderers shall not have the option of submitting their Tenders electronically.  |



|  |  |
|--|--|
| ITT 28.1                                 | The Tender opening shall take place at:<br>Street Address Box 62185, Elgon road, Upper hill<br>City: Nairobi<br>ZIP Code: 00200<br>Country: Kenya<br>Date: TUESDAY 22nd APRIL, 2024<br>Time: 10.30 A.M   |
| ITT 28.1                                 | The electronic Tender opening procedures shall be: None  |
| ITT 28.6                                 | The Form of Tender and Price Schedules shall be initialed by Members of the opening Committee as per their appointment letter representatives of the Procuring Entity conducting Tender opening.   |
| E. Evaluation, and Comparison of Tenders |  |
| ITT 33.3                                 | The adjustment shall be based on the Average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders; the Procuring Entity shall use its best estimate. If the missing Goods and Services are a scored technical feature; the relevant score will be set at zero.   |
| ITT 35.1                                 | The currency(ies) of the Tender shall be converted into a single currency as follows: Kenya Shilling<br>The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is: Kenya Shilling<br>The source of exchange rate shall be: The Central Bank of Kenya  |
| Reference to Clause                      | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS ITC   |
|  | The date for the exchange rate shall be: As at time of tender closing  |
| ITT 36.2                                 | Margin of Preference shall not apply.  |
| ITT 36.4                                 | The invitation to tender is extended to Special groups (Youth, Women and PWD)  |
| ITT 40.2 (b)                             | Tenderers shall not be allowed to quote separate prices for different lots (Contracts for Subsystems, lots, or slices of the overall Information System) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.<br>Discount that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Tenders and such discounts shall be considered in the price evaluation |
| ITT 44.3                                 | As additional qualification measures, the Information System (or components/parts of it) offered by the Tenderer with the Best Evaluated Tender may be subjected to the following tests and performance benchmarks   |

|          |  |
|----------|--|
|          | <p>prior to Contract award: The Secretariat will carry out demonstration tests and reference site visits to the highest three bidders. The evaluation Committee will be responsible with this post qualification exercise. For demonstration testing details are provided in the Technical Requirements</p>  |
| ITT 46.1 | <p>The award will be made on the basis of not rated criteria pursuant to ITT 35.7, if applicable, in accordance with Section III, Evaluation and Qualification Criteria</p>  |
| ITT 47.1 | <p>The maximum percentage by which quantities may be increased is: fifteen per cent (15%)<br/> The maximum percentage by which quantities may be decreased is: fifteen per cent (15%)<br/> The items for which the Procuring Entity may increase or decrease the Quantities are the following. Hardware, software and components as provided in the terms of reference.</p>  |
| ITT 50.1 | <p>The proposed Adjudicator is: as per the Kenyan law<br/> The proposed hourly fee is as per the rates provided in the law.</p>  |
| ITT 51.1 | <p>The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA website <a href="mailto:info@ppra.go.ke">info@ppra.go.ke</a> or <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.<br/> If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:<br/> In summary, a Procurement-related Complaint may challenge any of the following:<br/> 1. the terms of the Tendering Documents; and<br/> 2. the Procuring Entity's decision to award the contract.</p> |

### SECTION III - EVALUATION AND QUALIFICATION CRITERIA

#### Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and

is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

#### Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements

provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

### MANDATORY REQUIREMENTS

Tenderers to submit copies of the following MANDATORY documents. Mandatory requirements will determine the satisfactory responsiveness of a Tenderer, failure to meet any of these set requirements as noted hereunder will render a tender nonresponsive and will automatically be disqualified/not proceed for Technical Evaluation. The Procuring Entity will start by examining all tenderers to ensure they meet in all requirements in the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below.

| NO. | Requirements<br>*(All copies attached must be certified by a Commissioner of Oaths as true copies of the original) *   |
|-----|--|
| 1   | Certificate of Incorporation   |
| 2   | Copy of the company's valid Certificate of Tax Compliance  |
| 3   | Copy of CR 12 Certificate  |
| 4   | Valid Business Trading License   |
| 5   | Current approved authorization, registration, licenses and statutory requirements where applicable.  |
| 6   | Duly-filled Confidential Business Questionnaire  |
| 7   | Company Profile  |
| 8   | Certified Audited Accounts for the company for the last three accounting years with a turnover of 10 Million.  |
| 9   | Bid security of Kshs. 100,000 (in Kenya shillings only). The bid security should remain valid for one hundred and twenty (120) days beyond the tender validity period. |
| 10  | Evidence of Physical location of the company/firm (title deed, lease agreements, utility bills)  |
| 11  | Duly filled stamped and signed form of tender  |
| 12  | Valid development and implementation authorization certificate (minimum of Gold or equivalent level) from the product developer/solution's copyright holder            |
| 13  | Provide Current Accreditation Certificate with ICT Authority to provide ICT Solutions (Systems and Applications Accreditation Type).                                   |
| 14  | Form of Tender Security. The Tender Security shall be in the form of Bank Guarantee from a reputable bank or a Guarantee from an Insurance                             |

|  |   |
|--|---|
|  | Company approved by the Public Procurement Regulatory Authority (PPRA). |
|--|---|

## Stage 2: Technical Evaluation

Technical evaluation will be undertaken in three stages:

- a) Firm and team experience
- b) Conformity to technical requirements.
- c) System demo

### A. Firm and Team Experience

| Evaluation Attribute  | Criteria  |
|---|---|
| Must have a minimum of 7 years' experience implementing Public Sector ERP solutions<br><b>*Provide a list of relevant projects handled and their timelines</b>                      | Below 5 years – 0<br>5 years – 6 marks<br>7 years above -10 marks |
| Previous handling of five (5) similar projects in scope and complexity in the last five (5) years.<br><b>*Attach copies of LPO/LSO/contract along with completion certificates.</b> | 2 marks each (Max 10 marks)                                       |
| Valid ICT Authority Accreditation Certificate (Systems and Applications Category 2)   | 3 marks   |
| <b>Total</b>  | <b>23 Marks</b>   |

*The Organization reserves the right to seek additional supporting documents for the above projects.*

| <b>Team's Experience</b>   |  |
|--|--|
| <b>Evaluation Attribute</b>  | <b>Criteria<br/>(1 mark per attribute)</b> |
| <b>Project Manager</b><br><input type="checkbox"/> Master's Degree in Business Administration, Finance or project management<br><br><input type="checkbox"/> Bachelor's Degree in Computer Science or related field<br><br><input type="checkbox"/> A certification in project management preferably prince 2<br><input type="checkbox"/> At least five (5) years' experience implementing the proposed ERP Solution.<br><input type="checkbox"/> Has led teams in the development of at least four relevant and comparable assignments in the last seven years. | <b>Max 5 Marks</b>                         |
| <b>System Designer</b> <ul style="list-style-type: none"> <li>• Bachelor's Degree in Computer Science or related field</li> <li>• Experience of a minimum of four (4) years in ERP Design.</li> <li>• Has participated in the respective role in at least two relevant and comparable projects in the last seven years.</li> </ul>   | <b>Max 3 Marks</b>                         |
| <b>System Developer #1</b> <ul style="list-style-type: none"> <li>• Bachelor's Degree in Computer Science or related field</li> <li>• Experience of a minimum of four (4) years in ERP Development.</li> <li>• Has participated in the respective role in at least two relevant and comparable projects in the last seven years.</li> </ul>  | <b>Max 3 Marks</b>                         |
| <b>System Developer #2</b> <ul style="list-style-type: none"> <li>• Bachelor's Degree in Computer Science or related field</li> <li>• Experience of a minimum of four (4) years in ERP Development.</li> <li>• Has participated in the respective role in at least two relevant and comparable projects in the last seven years.</li> </ul>  | <b>Max 3 Marks</b>                         |
| <b>Solution Implementer</b> <ul style="list-style-type: none"> <li>• Bachelor's Degree in Computer Science or related field</li> <li>• Experience of a minimum of four (4) years in ERP testing, data migration and user training.</li> <li>• Has participated in the respective role in at least two relevant and comparable projects in the last seven years.</li> </ul>   | <b>Max 3 Marks</b>                         |
| <b>Total</b>   | <b>17 Marks</b>                            |

*Bidders who score a minimum of 30 out of 40 marks shall proceed to the next stage of evaluation.*

## B. Conformity to the technical requirements

| No  | Evaluation Attribute   | Max Mark  |
|-----|--|-----------|
| 1.  | The timelines provided in the work plan must be SMART and logically sequenced.   | 2         |
| 2.  | Provided an appropriate approach for requirements gathering and validation   | 2         |
| 3.  | Provided an appropriate approach for systems integration   | 2         |
| 4.  | Provided an appropriate approach for Testing and piloting  | 2         |
| 5.  | Provided an appropriate approach for training of all users   | 2         |
| 6.  | Provided an appropriate approach for data migration  | 2         |
| 7.  | Provided a detailed Support & Maintenance Plan with incident resolution and regular patches and upgrades.  | 4         |
| 8.  | Demonstrated how change management will engage the various stakeholders  | 4         |
| 9.  | Provided an appropriate change request management plan   | 2         |
| 10. | The proposed system has robust business intelligence and reporting tools   | 4         |
| 11. | Provided an adequate project management approach and tools   | 2         |
| 12. | Provided a draft hosting Infrastructure (on premise) specification and diagrammatic layout for the system  | 2         |
| 13. | <b>Compliance to the Technical Requirements</b><br>The solution will be evaluated on meeting the detailed objectives and specific deliverables. (Full compliance = 30 marks, Consideration based on clarity) | 30        |
|     | <b>Total</b>   | <b>60</b> |

*Bidders who score a minimum of 45 out of 60 marks shall proceed to the next stage of evaluation.*

## C. System Demo

At this stage, bidders will be invited to give a demonstration highlighting the capabilities of the proposed open source ERP solution in line with PA-K requirements.

| No | Criteria  | Marks |
|----|---|-------|
| 1  | System is easy to use and has a clean interface, uses web based technology and is mobile responsive | 3     |
| 2  | Seamless end to end demonstration of all modules  | 7     |

|   |  |           |
|---|--|-----------|
| 3 | The demonstrated system has robust business intelligence and reporting features of all modules | 3         |
| 4 | The demonstrated system supports integration to other systems (internal and external)          | 3         |
| 5 | Demonstrate adequate security features.  | 4         |
|   | <b>Total</b>   | <b>20</b> |

*Bidders who score a minimum of 15 out of 20 marks shall proceed to the next stage of evaluation.*

### **Due-Diligence (Pass/Fail Basis)**

The Organization shall conduct due diligence to confirm and verify the qualifications of the bidder before the award.

### **Stage 3: Financial Evaluation**

The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix "ITC", be as follows: -

$S_f = 100 \times F_m / F$  where  $S_f$  is the financial score;  $F_m$  is the lowest priced financial proposal and  $F$  is the price of the proposal under consideration. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$ =the weight given to the Technical Proposal;  $P$  = the weight given to the Financial Proposal;  $T + p = 1$ ) indicated in the Appendix. The combined technical and financial score,  $S$ , is calculated as follows: -  $S = S_t \times T \%$

$S_f \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations

## SECTION IV - TENDERING FORMS

### FORM OF TENDER

#### INSTRUCTIONS TO TENDERERS

The Tenderer must prepare this Form of Tender on stationery with its letter head clearly showing the Tenderer's complete name and business address.

All italicized text is to help Tenderer in preparing this form.

Tenderer must complete and sign TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER, all attached to this Form of Tender

The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.

Tenderer's Eligibility-Confidential Business Questionnaire

Certificate of Independent Tender Determination

Self-Declaration of the Tenderer

Date of this Tender submission..... [insert date (as day, month and year) of Tender submission]

ITT No.: ..... [insert number of ITT process]

Alternative No.: ..... [insert identification No if this is a Tender for an alternative]

To: [insert complete name of Procuring Entity]

.....

...

No reservations: We have examined and have no reservations to the tendering document, including Addenda issued in accordance with Instructions to Tenderers (ITT 8);

Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;

Tender-Securing Declaration: We have not been debarred by the Authority based on execution of a Tender- Securing Declaration or Tender Securing Declaration in Kenya in accordance with ITT 4.8;

Conformity: We offer to provide design, supply and installation services in conformity with the



tendering document of the following: [insert a brief description of the IS Design, Supply and Installation Services];

Tender Price: The total price of our Tender, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]

[Option1, in case of one lot:] Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

Or

[Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

Discounts: The discounts offered and the methodology for their application are:

The discounts offered are: [Specify in detail each discount offered.]

The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];

Tender Validity Period: Our Tender shall be valid for the period specified in TDS ITT 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS ITT 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

One Tender per Tenderer: We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13;

Suspension and Debarment: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Laws of Kenya or official regulations or pursuant to a decision of the United Nations Security Council;

State-owned enterprise or institution: [select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.7];

Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |

Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Tenderer: \*[insert complete name of person signing the Tender]

Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.

Code of Ethical Conduct: We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from [www.pppra.go.ke](http://www.pppra.go.ke) during the procurement process and the execution of any resulting contract.

We, the Tenderer, have fully completed and signed the following Forms as part of our Tender:

Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.

Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

Declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya. Further, we confirm that we have read and understood the full content and scope of fraud and corruption as in formed in “Appendix1-Fraud and Corruption” attached to the Form of Tender.

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\*[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender]  
Signature of

the person named above: [insert signature of person whose name and capacity are shown above]  
Date

signed [insert date of signing] day of [insert month], [insert year].

## TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS

### QUESTIONNAIRE Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, one form for each entity if Tender is a JV. Tenderer is further reminded that it is an offence to give false information on this Form.

#### Tenderer's details

|                         | ITEM   | DESCRIPTION  |
|-------------------------|--|--|
| 1                       | Name of the Procuring Entity   |  |
| 2                       | Reference Number of the Tender   |  |
| Date and Time of Tender |  |  |
| 3                       | Opening  |  |
| 4                       | Name of the Tenderer   |  |
| 5                       | Full Address and Contact Details of the Tenderer.  | 1. Country<br>2. City<br>3. Location<br>4. Building<br>5. Floor<br>6. Postal Address<br>7. Name and email of contact person. |
| 6                       | Current Trade License Registration Number and Expiring date  |  |
| 7                       | Name, country and full address (Postal and physical addresses, email, and telephone number) of Registering Body/Agency |  |
| 8                       | Description of Nature of Business  |  |
| 9                       | Maximum value of business which the Tenderer handles.  |  |

|    |   |  |
|----|---|--|
| 10 | State if Tenders Company is listed in stock exchange, give name and full address (postal and physical addresses, email, and telephone number) of state which stock exchange |  |
|----|---|--|

General and Specific Details

Sole Proprietor, provide the following details.

|                   |     |             |
|-------------------|-----|-------------|
| Name in full      | Age | Nationality |
|                   |     |             |
| Country of Origin |     | Citizenship |
|                   |     |             |

Partnership, provide the following details.

|   | Names of Partners | Nationality | Citizenship | % Shares owned |
|---|-------------------|-------------|-------------|----------------|
| 1 |                   |             |             |                |
| 2 |                   |             |             |                |
| 3 |                   |             |             |                |

Registered Company, provide the following details.

Private or public Company

State the nominal and issued capital of the Company \_\_\_\_\_

Nominal Kenya Shillings  
(Equivalent).....

Issued Kenya Shillings  
(Equivalent).....

Give details of Directors as follows.

|   | Names of Director | Nationality | Citizenship | % Shares owned |
|---|-------------------|-------------|-------------|----------------|
| 1 |                   |             |             |                |
| 2 |                   |             |             |                |
| 3 |                   |             |             |                |

DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.

Are there any person/persons in..... (Name of Procuring Entity) who has/have an interest or relationship in this firm? Yes/ No.....

If yes, provide details as follows.

|   | Names of Person | Designation in the Procuring Entity | Interest or Relationship with Tenderer |
|---|-----------------|-------------------------------------|--|
| 1 |                 |                                     |  |
| 2 |                 |                                     |  |
| 3 |                 |                                     |  |

Conflict of interest disclosure

|   | Type of Conflict  | Disclosure YES OR NO | If YES provide details of the relationship with Tenderer |
|---|---|----------------------|--|
| 1 | Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.   |                      |  |
| 2 | Tenderer receives or has received any direct or indirect subsidy from another tenderer.   |                      |  |
| 3 | Tenderer has the same legal representative as another tenderer  |                      |  |
| 4 | Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process. |                      |  |
| 5 | Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.   |                      |  |
| 6 | Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.   |                      |  |

|   |  |  |  |
|---|--|--|--|
| 7 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract. |  |  |
| 8 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.  |  |  |
| 9 | Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.   |  |  |

Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

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

Title or Designation \_\_\_\_\_

\_\_\_\_\_

(Signature)

(Date)

## CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_  
[Name of Procuring Entity]  
\_\_\_\_\_ for:  
[Name and number of  
\_\_\_\_\_ tenders]

in response to the request for tenders made by: [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf  
of \_\_\_\_\_ [Name of Tenderer] that:

- i). I have read and I understand the contents of this Certificate;
- ii). I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii). I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
- iv). For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - Has been requested to submit a Tender in response to this request for tenders;
  - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
- v). The Tenderer discloses that [check one of the following, as applicable]:
  - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- vi). In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - prices;
  - methods, factors or formulas used to calculate prices; the intention or decision to submit, or not to submit, a tender; or
  - the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
- vii). In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the



works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;

viii). The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name\_\_\_\_\_ Title\_\_\_\_\_ Date\_\_\_\_\_

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/ TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (Insert name of the Company) who is a Bidder in respect of Tender No..... for..... (Insert tender title/description) for..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

THAT what is deposed to here in above is true to the best of my knowledge, information and belief.

.....  
....

.....  
.  
(Signature)

.....  
...  
(Title)  
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, .....of P. O. Box..... being a resident of ..... in the Republic of.....do hereby make a statement as follows: -

THAT I am the Chief Executive /Managing Director/ Principal Officer/ Director of..... (Insert name of the Company) who is a Bidder in respect of Tender No. .... for ..... (Insert tender title/description) for ..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (Insert name of the Procuring entity) which is the procuring entity.

THAT the aforesaid Bidder, its servants and /or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/ or employees and/ or agents of..... (Name of the procuring entity).

THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

THAT what is deposed to here in above is true to the best of my knowledge information and belief.

..... (Signature) ..... (Title) (Date)

Bidder Official Stamp DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I .....  
.... ( person) on behalf  
of (Name of the Business/Company/Firm) ..... declare  
that I have read and

fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal activities in Kenya and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....  
.....

Office address.....

Telephone..... E-

mail.....  
.....

Name of the  
Firm/Company.....  
.....

Date.....  
.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....  
.....

Sign.....  
.....

Date.....  
.....

## APPENDIX 1 - FRAUD AND CORRUPTION

### Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act, 2015 (the Act) and the Public Procurement and Asset Regulations, 2020 (the Regulations) and any other relevant Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Subconsultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

2.2 Section 66 of the Act describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below high light Kenya's policy of no tolerance for such practices and behavior:

- i. A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii. A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- iii. Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable; iv. The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- v. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
  - a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- vi. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity; vii. If a person contravenes sub section (1) with respect to a conflict of interest described in sub

section (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

## 2.2 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms:
  - i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "Obstructive practice" is:
    - 1) Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - 2) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the Act, provisions set forth for fraudulent and collusive practices as follows:

"Fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal processor the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Act and the Regulations, the Procuring Entity may recommend to PPRA for sanctioning and debarment of a firm or individual, as applicable under the Act and the Regulations;
- e) Requires that a clause be included in the tender documents and Request for Proposal documents requiring
  - i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agent's personnel, permit the

any other appropriate authority appointed by Government of Kenya to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/ will not engage in any corrupt or fraudulent practices.

## PRICE SCHEDULE FORMS

### 1.1 General

The Price Schedules is divided into separate Schedules as follows:

- a) Grand Summary Cost Table
- b) Supply and Installation Cost Summary Table
- c) Recurrent Cost Summary Table
- d) Supply and Installation Cost Sub-Table (s)
- e) Recurrent Cost Sub-Tables (s)
- f) Country of Origin Code Table

1.2 The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the Services to be performed under each item. However, it is assumed that Tenderers shall have read the Technical Requirements and other sections of these tendering documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.

1.3 If Tenderers are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Tenderers in the tendering documents prior to submitting their tender.

### Pricing

2.1 Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Tenderer. As specified in the Tender Data Sheet, prices shall be fixed and firm for the duration of the Contract.

2.2 Tender prices shall be quoted in the manner indicated and, in the currencies, specified in ITT 18.1 and ITT 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these tendering documents.

2.3 The Tenderer must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of tenders has passed. A single error in specifying a unit price can therefore change a Tenderer's overall total tender price substantially, make the tender noncompetitive, or subject the Tenderer to possible loss. The Procuring Entity will correct any arithmetic error in accordance with the provisions of ITT 32.

2.4 Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITT18.2.

### 1. Grand Summary Cost Table



| Item   | Description                             | Amount (Kshs) – VAT Inclusive |
|--|---|-------------------------------|
| A)   | Implementation Cost                     |                               |
| B)   | Open source ERP Licensing Cost (If Any) |                               |
| C)   | Warranty Period Cost                    |                               |
| D)   | Recurrent Costs                         |                               |
| <b>GRAND TOTAL CARRIED FORWARD TO FORM BID</b> |   |                               |

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

\_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature of Tenderer:

### Supply and Installation Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with

| Item                           | Description                             | Supply and Installation cost Sub table No. | Total Price (Kenya Shilling) |
|--------------------------------|---|--|------------------------------|
| 1                              | Implementation Cost                     | S.1  |                              |
| 2                              | Open source ERP Licensing Cost (If Any) | S.2  |                              |
| 3                              | Warranty Period Cost                    | S.3  |                              |
| 4                              | Recurrent costs                         | S.4  |                              |
| Sub Totals                     |   |  |                              |
| Total To (Grand Summary Table) |   |  |                              |

Name of Tenderer: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature of Tenderer: \_\_\_\_\_

Line-item number: 1- **Implementation Cost (One Off)**

Prices, rates, and subtotals **MUST** be quoted in accordance with ITT 17 and ITT18.

| Component No.         | Component Description  | Country of Origin Code | Quantity | Unit Prices / Rates | Total Prices |
|-----------------------|--|------------------------|----------|---------------------|--------------|
| 1                     | Implementation of ERP Modules  |                        |          |                     |              |
| 2                     | Fully Licensed Enterprise level relational Database System   |                        |          |                     |              |
| 3                     | Training (system administrators, senior users and end users)   |                        |          |                     |              |
| 4                     | Data Migration   |                        |          |                     |              |
| 5                     | Any other ERP add ons required to activate all functionalities specified in this bid (specify – if applicable) |                        |          |                     |              |
| Subtotals of Item S.1 |  |                        |          |                     |              |

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

Date \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature of Tenderer: \_\_\_\_\_

Supply and Installation Cost Sub-Table: S.2

Line-item number: 2- Open Source ERP Licensing Cost (If Any)

| Component No.         | Component Description | Country of Origin Code | Quantity | Unit Prices / Rates | Total Prices |
|-----------------------|-----------------------|------------------------|----------|---------------------|--------------|
| 1                     | Solution License      |                        |          |                     |              |
| Subtotals of Item S.2 |                       |                        |          |                     |              |

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

\_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature of Tenderer: \_\_\_\_\_

Supply and Installation Cost Sub-Table: S.3

Line-item number: 3- Warranty Period Cost (If applicable)

Prices, rates, and subtotals MUST be quoted in accordance with ITT 17 and ITT18.

| Component No.         | Component Description                      | Country of Origin Code | Quantity | Unit Prices / Rates | Total Prices |
|-----------------------|--|------------------------|----------|---------------------|--------------|
| 1                     | Add ons/Version Upgrade fee(if applicable) |                        |          |                     |              |
| Subtotals of Item S.3 |  |                        |          |                     |              |

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

\_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature of Tenderer: \_\_\_\_\_

Supply and Installation Cost Sub-Table: S.4 Line-item

number: 4- Recurrent Costs

Prices, rates, and subtotals MUST be quoted in accordance with ITT 17 and ITT18.

| Component No.         | Component Description                       | Country of Origin Code | Quantity | Unit Prices / Rates | Total Prices |
|-----------------------|---|------------------------|----------|---------------------|--------------|
| 1                     | Support and Maintenance                     |                        |          |                     |              |
| 2                     | Add ons/Version Upgrade fee (if applicable) |                        |          |                     |              |
| Subtotals of Item S.4 |   |                        |          |                     |              |

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

\_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature of Tenderer: \_\_\_\_\_

# QUALIFICATION FORMS

## Form ELI-1 Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: .....[insert date (as day, month and year) of Tender submission]

ITT No.: .....[insert number of Tendering process]

Alternative No.: .....[insert identification No if this is a Tender for an alternative]

|   |
|---|
| Tenderer's Name [insert Tenderer's legal name]  |
| In case of JV, legal name of each member: [insert legal name of each member in JV]  |
| Tenderer's actual or intended country of registration: [insert actual or intended country of registration]  |
| Tenderer's year of registration: [insert Tenderer's year of registration]   |
| Tenderer's Address in country of registration: [insert Tenderer's legal address in country of registration]   |
| <b>Tenderer's Authorized Representative Information</b><br><br>Name: [insert Authorized Representative's name]<br>Address: [insert Authorized Representative's Address]<br>Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]<br>Email Address: [insert Authorized Representative's email address]   |
| Attached are copies of original documents of [check the box(es) of the attached original documents]<br><br>Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named<br>In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. above, in accordance with ITT 4.4. establishing:<br>In case of state -owned enterprise or institution, in accordance with ITT 4.6 documents<br><br>Legal and financial autonomy<br><br>Operation under commercial law Establishing that the Tenderer is not under the supervision of the Procuring Entity Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form ELI-1 Tenderer's JV Members Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture].

Date: ..... [insert date (as day, month and year) of Tender submission]

ITT No.: ..... [insert number of Tendering process]

Alternative No.: ..... [insert identification No if this is a Tender for an alternative]

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|  |
|--|
| Tenderer's Name: [insert Tenderer's legal name]  |
| Tenderer's JV Member's name: [insert JV's Member legal name]   |
| Tenderer's JV Member's country of registration: [insert JV's Member country of registration]   |
| Tenderer's JV Member's year of registration: [insert JV's Member year of registration]   |
| Tenderer's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]   |
| Tenderer's JV Member's authorized representative information<br>Name: [insert name of JV's Member authorized representative]<br>Address: [insert address of JV's Member authorized representative]<br>Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative]<br>Email Address: [insert email address of JV's Member authorized representative]   |
| Attached are copies of original documents of [check the box(es) of the attached original documents]<br><br>Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.<br><br>In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Procuring Entity in accordance with ITT 4.6. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form CON-1 Historical Contract Non-Performance and Pending Litigation.

In case a pre-qualification process was conducted this form should be used only if the information submitted at the time of pre-qualification requires updating

Tenderer's Legal  
Name: \_\_\_\_\_

Date  
: \_\_\_\_\_

JV member Legal

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

ITT

No.: \_\_\_\_\_

Age

of \_\_\_\_\_ pages

Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria

Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III, Evaluation Criteria

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria  
Pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria, as indicated below

| Year  | Outcome as Percent of Total Assets | Contract Identification   | Total Contract Amount (current value, equivalent) |
|-------|------------------------------------|---|---|
| _____ | _____                              | Contract Identification:<br>Name of Procuring Entity:<br>Address of Procuring Entity:<br>Matter in dispute: | _____   |
| _____ | _____                              | Contract Identification:<br>Name of Procuring Entity:<br>Address of Procuring Entity:<br>Matter in dispute: | _____   |



Form EXP - 1 Experience – General Experience

Tenderer's Legal

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

JV

Member Legal

ITT

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

| Starting Month / Year | Ending Month / Year | Years* | Contract Identification   | Role of Tenderer |
|-----------------------|---------------------|--------|---|------------------|
| _____                 | _____               |        | Contract name:<br>Brief Description of the Information System performed by the Tenderer:<br>Name of Procuring Entity:<br>Address: | _____            |
| _____                 | _____               |        | Contract name:<br>Brief Description of the Information System performed by the Tenderer:<br>Name of Procuring Entity:<br>Address: | _____            |
| _____                 | _____               |        | Contract name:<br>Brief Description of the Information System performed by the Tenderer:<br>Name of Procuring Entity:<br>Address: | _____            |
| _____                 | _____               |        | Contract name:<br>Brief Description of the Information System performed by the Tenderer:<br>Name of Procuring Entity:<br>Address: | _____            |

|       |       |   |            |
|-------|-------|---|------------|
| _____ | _____ | Contract name:<br><br>Brief Description of the Information System performed by the Tenderer:<br>Name of Procuring Entity:<br>Address: | _____<br>- |
| _____ | _____ | Contract name:<br><br>Brief Description of the Information System performed by the Tenderer:<br>Name of Procuring Entity:<br>Address: | _____<br>- |

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year.

**5. Form EXP – 2 Specific Experience**

Tenderer's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_

ITT No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|  |                    |                          |                    |
|--|--------------------|--------------------------|--------------------|
| <b>Similar Contract Number: ___ of ___ required.</b>                               | <b>Information</b> |                          |                    |
| Contract Identification  |                    |                          |                    |
| Award date   | _____              |                          |                    |
| Completion date  | _____              |                          |                    |
| _____  |                    |                          |                    |
| Role in Contract   | Prime<br>Supplier  | Management<br>Contractor | Subcontractor<br>r |
| Total contract amount  | _____<br>—         |                          | US\$ _____<br>—    |
| If member in a JV or subcontractor, specify participation of total contract amount | _____ %            | _____                    | US\$ _____         |
| Procuring Entity's Name:   | _____              |                          |                    |
| Address:   | _____<br>_____     |                          |                    |
| Telephone/fax number:  | _____              |                          |                    |
| E-mail:  | _____              |                          |                    |

## Form EXP – 2 (cont.) Specific Experience (cont.)

Tenderer's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages  
 JV Member Legal Name: \_\_\_\_\_

|  |             |
|--|-------------|
| Similar Contract No. __ [insert specific number] of [total number of contracts] _____ required | Information |
| Description of the similarity in accordance with Sub-Factor 2.4.2 of Section III:              |             |
| Amount   | _____       |
| Physical size  | _____       |

|  |             |
|--|-------------|
| Similar Contract No. __ [insert specific number] of [total number of contracts] required | Information |
| Complexity   |             |
| Methods / Technology   |             |
| Key activities   |             |
|  |             |

### Form CCC-1 Summary Sheet: Current Contract Commitments/ Work in Progress

Name of Tenderer or partner of a Joint Venture.

Tenderers and each partner to a Joint Venture tender should provide information on their current commitments on all contracts that have been awarded, or for which a Form of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued

| Name of contract | Procuring Entity, contact address/tel./fax | Value of outstanding Information System (Current US\$ equivalent) | Estimated completion date | Average monthly invoicing over last six months (US\$/month) |
|------------------|--|---|---------------------------|---|
| 1.               |  |   |                           |   |
| 2.               |  |   |                           |   |
| 3.               |  |   |                           |   |
| 4.               |  |   |                           |   |
| 5.               |  |   |                           |   |
| etc.             |  |   |                           |   |

**Form FIN – 1 Financial Situation**

**Historical Financial Performance**

Tenderer's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_ ITT No. \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

To be completed by the Tenderer and, if JV, by each member

| Financial information in US\$ equivalent | Historic information for previous _____ ( ) years (US\$ equivalent in 000s) |        |        |          |        |      |            |
|--|---|--------|--------|----------|--------|------|------------|
|  | Year 1  | Year 2 | Year 3 | Year ... | Year n | Avg. | Avg. Ratio |
| <b>Information from Balance Sheet</b>    |   |        |        |          |        |      |            |
| Total Assets (TA)                        |   |        |        |          |        |      |            |
| Total Liabilities (TL)                   |   |        |        |          |        |      |            |
| Net Worth (NW)                           |   |        |        |          |        |      |            |
| Current Assets (CA)                      |   |        |        |          |        |      |            |
| Current Liabilities (CL)                 |   |        |        |          |        |      |            |
| <b>Information from Income Statement</b> |   |        |        |          |        |      |            |
| Total Revenue (TR)                       |   |        |        |          |        |      |            |
| Profits Before Taxes (PBT)               |   |        |        |          |        |      |            |

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

Must reflect the financial situation of the Tenderer or member to a JV, and not sister or parent companies.

Historic financial statements must be audited by a certified accountant.

Historic financial statements must be complete, including all notes to the financial statements.

Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Form FIN -2 Average Annual Turnover**

Tenderer's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_ ITT No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

| Annual turnover data (applicable activities only) |                     |                 |
|---|---------------------|-----------------|
| Year  | Amount and Currency | US\$ equivalent |
|   | _____               | _____           |
|   |                     |                 |
|   | _____               | _____           |
|   |                     |                 |
|   | _____               | _____           |
|   |                     |                 |
| *Average Annual Turnover                          |                     |                 |

\*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

## 11. Form F-3 Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria.

| Source of financing | Amount (US\$ equivalent) |
|---------------------|--------------------------|
| 1.                  |                          |
| 2.                  |                          |
| 3.                  |                          |
| 4.                  |                          |

**Personnel Capabilities  
Key Personnel**

Name of Tenderer or partner of a Joint Venture

Tenderers should provide the names and details of the suitably qualified Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

|  |  |
|--|--|
| <b>Title of position:</b>                        |  |
| ...  |  |
| <b>Name of candidate:</b>                        |  |
| <b>Duration of appointment:</b>                  | [insert the whole period (start and end dates) for which this position will be engaged]    |
| <b>Time commitment: for this position:</b>       | [insert the number of days/week/months/ that has been scheduled for this position]         |
| <b>Expected time schedule for this position:</b> | [insert the expected time schedule for this position (e.g., attach high level Gantt chart] |
| <b>Title of position:</b>                        |  |
| ...  |  |
| <b>Name of candidate:</b>                        |  |
| <b>Duration of appointment:</b>                  | [insert the whole period (start and end dates) for which this position will be engaged]    |
| <b>Time commitment: for this position:</b>       | [insert the number of days/week/months/ that has been scheduled for this position]         |
| <b>Expected time schedule for this position:</b> | [insert the expected time schedule for this position (e.g., attach high level Gantt chart] |
| <b>Title of position:</b>                        |  |
| ...  |  |
| <b>Name of candidate:</b>                        |  |
| <b>Duration of appointment:</b>                  | [insert the whole period (start and end dates) for which this position will be engaged]    |
| <b>Time commitment: for this position:</b>       | [insert the number of days/week/months/ that has been scheduled for this position]         |
| <b>Expected time schedule for this position:</b> | [insert the expected time schedule for this position (e.g., attach high level Gantt chart] |
| <b>Title of position:</b>                        |  |
| <b>Name of candidate:</b>                        |  |



|  |   |
|--|---|
| <b>Duration of appointment:</b>            | [insert the whole period (start and end dates) for which this position will be engaged] |
| <b>Time commitment: for this position:</b> | [insert the number of days/week/months/ that has been scheduled for this position]      |

|      |  |   |
|------|--|---|
|      | <b>Expected time schedule for this position:</b> | [insert the expected time schedule for this position (e.g., attach high level Gantt chart)] |
| 6... | <b>Title of position:</b>                        |   |
|      | <b>Name of candidate</b>                         |   |
|      | <b>Duration of appointment:</b>                  | [insert the whole period (start and end dates) for which this position will be engaged]     |
|      | <b>Time commitment: for this position:</b>       | [insert the number of days/week/months/ that has been scheduled for this position]          |
|      | <b>Expected time schedule for this position:</b> | [insert the expected time schedule for this position (e.g., attach high level Gantt chart)] |



## Technical Capabilities

Tenderer shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Tenderer should summarize important certifications, proprietary methodologies, and/or specialized technologies that the Tenderer proposes to utilize in the execution of the Contract or Contracts.

## Manufacturer's Authorization

Note: This authorization should be written on the Form head of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Invitation for Tenders Title and No.: \_\_\_\_\_[Procuring Entity insert: ITT Title and Number]

To: \_\_\_\_\_[Procuring Entity insert: Procuring Entity's Officer to receive the Manufacture's Authorization

]

WHEREAS [insert: Name of Manufacturer] who are official producers of \_\_\_\_\_[insert: items of supply by Manufacturer] and having production \_\_\_\_\_ [insert: address of Manufacturer] do facilities at here

by authorize\_\_\_\_\_ [insert: name of Tenderer or Joint Venture] located at \_\_\_\_\_ [insert: address of Tenderer or Joint Venture] (hereinafter, the "Tenderer") to submit a tender and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

We hereby confirm that, in case the tendering results in a Contract between you and the Tenderer, the above-listed products will come with our full standard warranty.

Name [insert: Name of Officer] in the capacity of [insert: Title of Officer] Signed

Duly authorized to sign the authorization for and on behalf of: \_\_\_\_\_ [insert: Name of Manufacturer]

Dated this \_\_\_\_\_

\_\_\_\_\_ [insert: ordinal] day of \_\_\_\_\_ [insert: month], [insert: year]. [add Corporate

\_\_\_\_\_Seal

(Where appropriate)]

## Subcontractor's Agreement

**Note:** This agreement should be written on the Form head of the Subcontractor and be signed by a person with the proper authority to sign documents that are binding on the Subcontractor.

Invitation for Tenders Title and No.: \_\_\_\_\_[Procuring Entity insert: ITT Title and Number]

To \_\_\_\_\_ [Procuring Entity insert: Procuring Entity's Officer to receive the Subcontractor's : \_\_\_\_\_ Agreement]

WHERE AS [insert: Name of Subcontractor], having head offices at \_\_\_\_\_ [insert: address of





## Conformance of Information System Materials

### Format of the Technical Tender

In accordance with ITT 16.2, the documentary evidence of conformity of the Information System to the tendering documents includes (but is not restricted to):

The Tenderer's Preliminary Project Plan, including, but not restricted, to the topics specified in the TDS ITT 16.2. The Preliminary Project Plan should also state the Tenderer's assessment of the major responsibilities of the Procuring Entity and any other involved third parties in System supply and installation, as well as the Tenderer's proposed means for coordinating activities by each of the involved parties to avoid delays or interference.

A written confirmation by the Tenderer that, if awarded the Contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.

Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, Goods, and Services offered to those Technical Requirements.

In demonstrating the responsiveness of its tender, the Tenderer must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the Tenderer's Technical Tender will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included in the Tenderer's Technical Tender.

Note: The Technical Requirements are voiced as requirements of the Supplier and/or the System. The Tenderer's response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of "yes" or "will do" is unlikely to convey the credibility of the response. The Tenderer should indicate that—and to the greatest extent practical—how the Tenderer would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Supplier to provide certifications (e.g., ISO9001), copies of these certifications must be included in the Technical Tender.

Note: The Manufacturer's Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (Tenderer Qualifications), in accordance with and ITT 15.

Note: As a matter of practice, the contract cannot be awarded to a Tenderer whose Technical Tender deviates (materially) from the Technical Requirements – on any Technical Requirement. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.

Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely tender evaluation and contract award, Tenderers

are encouraged not to overload the supporting materials with documents that do not directly address the Procuring Entity's requirements.

Any separate and enforceable contract(s) for Recurrent Cost items which the TDSITT17.2 required Tenderers to tender.

Note: To facilitate tender evaluation and contract award, Tenderers encouraged to provide electronic copies of their Technical Tender—preferably in a format that the evaluation team can extract text from to facilitate the tender clarification process and to facilitate the preparation of the Tender Evaluation Report.

#### Technical Responsiveness Checklist (Format)

|  |   |
|--|---|
| Tech.<br>Require.<br>No. _   | Technical Requirement:<br>[ insert: abbreviated description of Requirement] |
| Tenderer's technical reasons supporting compliance:                        |   |
| Tenderer's cross references to supporting information in Technical Tender: |   |

FORM OF TENDER SECURITY- [Option 1–Demand Bank Guarantee]

Beneficiary \_\_\_\_\_ Request for Tenders No: \_\_\_\_\_  
: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ TENDER  
\_\_\_\_\_ GUARANTEE \_\_\_\_\_  
\_\_\_\_\_ No.:

Guarantor  
: \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (Here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of under Request for Tenders No.

\_\_\_\_\_  
("the ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ( ) upon receipt by us of the \_\_\_\_\_

Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.



**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**TENDER GUARANTEE No.:**\_\_\_\_\_

Whereas ..... [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ..... [Date of submission of tender] for the ..... [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_

\_\_\_\_\_ (“the ITT”).

KNOW ALL PEOPLE by these presents that WE ..... of ..... **[Name of Insurance Company]** having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_ day of \_\_\_\_\_ 20 \_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant: has withdrawn its Tender during the period of Tender validity set forth in the principal’s Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity’s Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity’s first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_ [Date]  
[Signature of the Guarantor] \_\_\_\_\_  
\_\_\_\_\_ [Witness] [Seal]

**Note: All italicized text is for use in preparing this form and shall be deleted from the final product.**

**TENDER - SECURING DECLARATION FORM {r 46 and155(2)}**

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:

..... [insert date (as day, month and year) of Tender Submission]

Tender No.: ..... [insert number of tendering process]

To: ..... [insert complete name of Purchaser] I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:

Our receipt of a copy of your notification of the name of the successful Tenderer; or

thirty days after the expiration of our Tender.

I/We understand that if I am/ we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

.....  
..  
.....

Capacity / title (director or partner or sole proprietor, etc.)

.....

Name:

.....  
..

.....

Duly authorized to sign the bid for and on behalf of:

\_\_\_\_\_ [insert complete name of Tenderer]

Dated on..... day of..... [Insert  
date of signing]

Seal or stamp

## SECTION V: REQUIREMENTS OF THE INFORMATION SYSTEM

### A. BACKGROUND

#### SPECIFICATIONS OF THE SYSTEM AND REQUIREMENTS

##### Background

The President's Award - Kenya has operational mandate that emanate from the Duke of Edinburgh's International Award Foundation mandate. PA-K is licensed to operate the Award programme and approve awards in Kenya in accordance with the Award principles of the Duke of Edinburg's International Award for young people. In 2017, The President's Award – Kenya was legally established through the enactment of an Act of Parliament, The President's Award Act, No. 30 of 2017. The Act became operational on 16th August, 2017. Notably, the Act established PA-K as a body corporate with perpetual succession and a common seal.

In an effort to streamline data, operations and processes for efficiency and enhance service delivery, and decision-making PA-K seeks to implement an Enterprise Resource Planning solution in the entire organization for all its processes.

It is anticipated that once complete a fully implemented ERP will:

- Improve efficiency by eliminating bulky and repetitive processes to reduce manual interventions and also streamline the Organization's business processes.
- Assist in service delivery as most of our core processes will be automated.
- It will enhance collaboration between directorates/departments by integration with existing system to avoid duplicity of systems.
- It will standardize the operation of the Organization, save time and increase productivity levels.
- ERP solution will improve the accuracy, consistency, and security of data, all through built-in resources and security controls.

##### Problem statement

PA-K seeks to procure a customizable open source ERP solution which would best meet its requirements. The ERP project will be implemented in phases as shall be agreed with and will be premised on the following dimensions among others:

- a) **Standardization** – Standardization of processes, records, terminology, information exchange mechanisms
- Proven solution - The ERP solution should address the following:

- Scalability
- The integration of processes (interoperability)
- Usability
- Reliability
- Best Practice – the ERP solution will benchmark with global best practices in relation to PA-K functions.
- Multi-channel service Delivery to facilitate transactions through multiple devices and computer systems.

b) **Address evolving needs** – The operational characteristics of may evolve over a period of time, as the project moves from development stage to operations. Keeping in line with this change the IT systems requirements of may also change.

-The ERP solution is expected to act as a platform with which the multiple requirements could be addressed effectively.

## Objectives of ERP

The main objective of investing in ERP based applications is to integrate all business processes and systems. The specific objectives include:

- Achieve quality of service, efficiency, effectiveness and improve controls over student information, examinations, prudent financial management and general operational activities.
- Establish uniform standards and global best practice in business processes related to PA-K.
- Enhance the customer relationship management.
- Enable real time and end-to-end visibility of information on multiple dimensions (Operations, projects, financials, inventory, etc.)
- Avail information seamlessly and on demand without manual intervention and duplication.
- Facilitate management dashboards for monitoring and decision support systems.
- Facilitate business process re-engineering in the various functions of the organization to make them efficient, transparent, and compliant to regulatory requirements.

## Expected outcome of the ERP project

- Improved service experience by all stakeholders.
- Enhanced competitiveness.
- Enhanced quality, efficiency and effectiveness.
- Reduced cost of operations.

- Better decision making.
- Improved ability to deploy new information system functionalities.
- Maximum return on investment.

## **Specific tasks**

The Consultant is expected to Develop, Supply, configure, install, and customize the open source ERP as per requirements of PA-K. The Consultant is also expected to inspect the organization computer Server to ascertain if it meets all the requirements for on premise hosting. The ERP solution will be hosted in the PA-K Server infrastructure. The specific tasks for the Consultant will include but not limited to:

- a) Develop an ERP project implementation plan.
- b) Project scoping- end-user requirement gathering and business process reengineering.
- c) Implement the ERP solution incorporating all security features as described in this document adhering to the current trends and standards.
- d) Integrate the ERP solution with digital signatures, banks and existing legacy systems.
- e) Provide implementation and project management services.
- f) Extract, transform and migrate data.
- g) Undertake User and technical training.
- h) Pilot, test, commission, rollout and post implementation support.
- i) Set up the knowledge center to augment the capacity of in adoption and continuous improvement of the ERP solution.

## **The scope of supply, works and services**

The scope and characteristics of the ERP solution to be proposed by the bidders to meet the requirements of PA-K should cover the following aspects:

- a) Process coverage of the functional areas
- b) User base
- c) Solution capabilities and features
- d) Integrated workflows to ensure end to end processes of all the functions
- e) Full Integration of the solution with the existing systems as appropriate
- f) Future expansion and future scalability
- g) Provision of warranty (within an SLA) after successful commissioning of the system.

## **Scope of the Consultancy**

The scope of the Consultancy will entail the following:

- a) ERP Solution development and implementation services
- b) Project Management services
- c) Training and documentation
- d) Technical services
- e) Support Services both technical and operational

- f) Establishment and implementation of feedback and monitoring system
- g) Software license management – If any
- h) Establishment of a Knowledge Centre
- i) Skill augmentation

#### **Current Status of All ICT Infrastructure in the Organization.**

- PA-K has a small I.T. infrastructure that includes a cable based Local Area Network (LAN) & Wi-Fi, forty (35) computers.
- Security measures in place are implemented through Antivirus.
- The internet connection is dedicated on fibre connection offered through Telkom Kenya.
- The Organization backup is done through online my cloud home.
- The current payroll is manual and calculated using Excel
- The accounting information is maintained and processed through QuickBooks online.
- The Organization website URL – [www.presidentsaward.or.ke](http://www.presidentsaward.or.ke)
- The Organization Award Portal - <https://www.presidentsaward.or.ke/vdm/login.php>
- The Information and Communication Technology (ICT) unit provides end-user support to all departments within PA-K.
- The Organization has a corporate email service with 25 email accounts on webmail platform.

The Bidder is required to understand the current systems in place and establish existing gaps.



## **Targeted modules and functions**

Ultimately, and thus the expectation of scalability, PA-K will consolidate its entire operations into a comprehensive ERP across its entire operations. However, in this first phase of ERP implementation, the following modules must be covered

### **FINANCE AND ACCOUNTING DEPARTMENT**

The Finance and Accounting Department will require a Module with the following functionalities:

- 1) General Ledger
- 2) Cash Book
- 3) Trial Balance
- 4) Reports Generation including Statement of Financial Performance, Statement of Financial Position, Statement of Changes in Net Assets, Statement of Cash flows (Direct method), Statement of Budget versus Actuals
- 5) Interface with Participants registrations
- 6) Interface with Internet banking
- 7) Accounts Receivable
- 8) Accounts Payable
- 9) Payments and Reconciliation
- 10) Banking and Cash Management including bank reconciliations
- 11) Budgeting and variance analysis including tracking of funds utilization (Payments) and commitments made.
- 12) Fixed Assets accounting including reconciliation
- 13) Taxation, duties and levies
- 14) Fund Management and disbursement
- 15) Imprest applications and processing
- 16) Requisitions application
- 17) Project costing
- 18) Statutory reporting- interface IFMIS, ITAX among other external systems and channels used for statutory reporting
- 19) Statutory reporting- interface with other modules to facilitate statutory reporting

### **PROGRAMME AND PROJECTS MANAGEMENT DEPARTMENT**

- 1) Integration Process with the Award portal database system and Online Record Book System (ORB)
- 2) Award Presentation Status i.e. Induction Participants (Upload Registration Forms), Induction Award Leaders (Attendance List) and Training Sessions
- 3) Monitoring and evaluation
- 4) Online reporting on project progress

- 5) Award program Registration and Payment Processing
- 6) Program work planning and activity scheduling
- 7) Analytics dashboard for program metrics.
- 8) Recognition and awards.
- 9) Resource library i.e. Training materials, Presentation materials, Quality Management System (QMS), Policies and SOPs.
- 10) Alumni network management
- 11) Management of Key Engagements i.e. Award Ceremonies, Events, Symposiums, Volunteer/Assessors engagements and Forums.

## **HUMAN RESOURCE AND ADMINISTRATION DEPARTMENT**

The Human Resource and Administration Department will require a Module with the following functionalities:

- 1) Organization structure and establishment
- 2) Employee management
- 3) Recruitment management
- 4) Training and development
- 5) Payroll administration (Shared with finance)
- 6) Retirement/resignation/termination and death cases
- 7) Disciplinary action rules (Dar) and vigilance
- 8) Medical insurance and group life assurance
- 9) Employee deployment (postings and promotion)
- 10) Leave administration
- 11) Integration with Attendance Tracking Module (attendance module also used for biometric access control)
- 12) Pension scheme administration
- 13) Statutory reporting - interface with other modules/systems (external) for statutory reporting
- 14) Performance and appraisal management
- 15) Occupational safety and health
- 16) Fleet/Transport Management
- 17) Career and succession planning tool
- 18) Employee self-service workflows (e.g. leave application, reimbursement, etc)
- 19) Grievance Handling
- 20) Internship/Attachment/Volunteers
- 21) Surveys on (matters employee satisfaction, work environment, gender mainstreaming among others)

## ICT AND SYSTEM ADMINISTRATION

- 1) System and user Administration
- 2) Help desk and Ticketing System
- 3) Security
- 4) Inventory Management
- 5) Backup Process (on-site and off-site)
- 6) System and database administration
- 7) System Configuration Management and updates
- 8) Email integration
- 9) Maintaining an audit trail log
- 10) Change management
- 11) Authorization/Authentication/password management process
- 12) Workflows management
- 13) Roles and Rights management.

## SUPPLY CHAIN MANAGEMENT PROCUREMENT)

The Supply Chain Management Unit will require a Module with the following functionalities:

- 1) Procurement and asset disposal planning
- 2) Procurement budget monitoring
- 3) Registration of Suppliers & Updating Supplier List
- 4) Generations of Purchase Requisition Notes (PRN's) & Store Requisitions
- 5) Tendering process/E-Procurement of Goods, Works and Services – Tendering Processes
- 6) Evaluation process
- 7) Preparation of Professional Opinions & Approval
- 8) Award of Contracts
- 9) Procurement and Contract Management
- 10) Contract Administration, Implementation and Monitoring
- 11) Inventory Management
- 12) Supplier Performance Management
- 13) Stores Management
- 14) Raising of LPO's & LSO's & Approval
- 15) Inspection and acceptance & Goods Received Notes (GRNs).
- 16) Sale or Disposal of Assets

- 17) Asset management, Distribution & Maintenance
- 18) Replacement, Scrapping and Decommissioning
- 19) Statutory Reporting- Public Procurement Information Portal (PPIP), Electronic Government Procurement (E-GP) system & IFMIS
- 20) E- Invoicing

## **PUBLIC COMMUNICATIONS AND CUSTOMER RELATIONSHIP MANAGEMENT PROCESSES**

The Public Communication Unit will require a Module with the following functionalities:

- 1) Complaints
- 2) Branding
- 3) Corporate Social Responsibility
- 4) Feedback
- 5) E-chats module i.e. Staff Chat Rooms for Addressing Operational Updates and Discussing Issues or Challenges.
- 6) Internal announcements and updates to keep staff informed about organizational news, policy changes, and important events.

### **All Modules shall require the following generic features**

- 1) A Clean, user-friendly Graphical User Interfaces
- 2) Data migration framework (from existing systems)
- 3) Provision analytics and report generation
- 4) Interoperability with statutory GoK reporting frameworks
- 5) User and usage rights management (allocation and revocation)
- 6) Auditability (Audit Trails and Event Alerts)
- 7) Interface and provision for bug tracking, reporting, and an API for debugging, updating and upgrading.
- 8) Documentation
- 9) End User training and support

### ***Scope of Services for the ERP Solution***

The scope of the services required for the ERP solution shall include:

1. Supply, Installation, Implementation, Customization, Testing, Training and commissioning of an open source ERP Software and related software utilities and add-ons.
2. Supply and installation of a licensed database management system
3. Project Implementation Services

- i. System Documentation including: Requirements document, Design document/technical manuals, Operational manual/Users' guide, Administration manuals
  - ii. Implementation and customization of various modules
  - iii. User Acceptance Testing (UAT)
  - iv. Data Migration from current data formats
  - v. Integration with existing systems
  - vi. Training – Administrators, Senior Users and all other end Users
  - vii. Launch and Go Live hand holding support
4. Post Implementation Services
    - i. Annual Technical Support (ATS) for Application Software and Users (the first year MUST be provided as part of proposal)
    - ii. Additional Customization, add-ons setup and upgrade rollout
    - iii. One-year warranty for the ERP (period to commence after commissioning and stabilization of the system)
    - iv. Statement of the recurrent costs
  5. Provide specifications of the required hardware environment
  6. Provide the support plan during the warranty period
  7. Accessibility standards, making it inclusive for users with disabilities.

### **Submission of the Proposal**

To facilitate the analysis of responses to this RFP, bidders are required to prepare their proposals in accordance with the instructions outlined in this section. Bidders must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in disqualification. For each question asked in the RFP, the proposer shall provide their response, the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables should be numbered and labelled clearly. The standard documents and forms should be attached and the proposal organized as follows.

### **Section 1: Standard Documents and Forms**

- i. Certificate of Incorporation
- ii. Copy of the company's valid Certificate of Tax Compliance
- iii. Valid Business Trading License
- iv. Current approved authorization, registration, licenses and statutory requirements **where applicable.**
- v. Duly-filled Confidential Business Questionnaire

- vi. Company Profile
- vii. Certified Audited Accounts for the company for the last three accounting years with a turnover of Kshs 10 Million.
- viii. Bid security of 2% of the tender sum. The bid security should remain valid for one hundred and twenty (120) days beyond the tender validity period.
- ix. Evidence of Physical location of the company/firm (title deed, lease agreements, utility bills)
- x. Duly filled stamped and signed form of tender
- xi. Valid development and implementation authorization certificate (minimum of Gold or equivalent level) from the product developer/solution's copyright holder
- xii. Recommendation letters for the five (5) similar projects completed within the last five (5) years.

## ***Section 2: Executive Summary***

This part of the response to the RFP should be limited to a brief narrative describing the proposed solution. The summary should specify the proposed technologies to be used and should contain as little technical jargon as possible. The executive summary should not include cost quotations.

## **Section 3: Firm and Team Experience**

### ***Firm Experience***

Bidders must have a minimum of seven (7) years' experience implementing Public Sector ERP solutions additionally the bidder must have handled five (5) similar projects in scope and complexity in the last five (5) years. Attach the names, addresses and contact details of these organizations and LPO/LSO and completion certificate (for completed assignments) and provide details of work under way or contracted.

### ***Key Personnel, Experience and Qualifications***

The bidder shall be required to propose suitable personnel capable of delivering the project within the stipulated timeline. The personnel should in the least fall in the following categories and meet the stated criteria.

### ***Project Manager/Team Leader***

The implementing team shall have a team leader whose main duty will be to ensure that implementation of the system meets the requirements and adheres to the schedule and budget; The lead implementer shall have the following qualifications and experience;

- Bachelor's Degree in Computer Science or related field
- Master's Degree in Business Administration, Finance or project management

- A certification in project management
- At least seven (7) years' experience in implementing the proposed ERP solution.
- Has led teams in the development of at least four relevant and comparable assignments in the last seven years.

## **Section 4: Technical Proposal**

### **4.1 Detailed work plan**

Provide an overview of the approach to be used for the development of the system and an activity-level project plan that details how the proposed solution will be implemented within a period of **nine (9)** months and the roles of the project personnel.

### **4.2 Description of the project implementation methodology:**

This section will provide details on but not limited to:

- Requirements gathering and analysis
- System design and development
- Systems integration plan
- System Testing plan: The Bidder should also describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate to provide to the Authority related to such testing:
  - o Unit testing
  - o Integration testing
  - o Stress/performance testing
  - o User acceptance testing (UAT)
- Training Plan: Upon successful implementation, the Organization shall require the solution provider to provide technical and end user training. The Bidder must provide a training plan detailing the nature, level and amount of training to be provided to each of the target groups and the tools to be used.
- Data conversion and migration plan
- System documentation and manuals: The successful bidder shall be required to provide user manuals (Technical and End user) to the Authority as part of the initial training and on-going operational support.
- Knowledge transfer: The Bidder should describe their process for ensuring that a transfer of knowledge occurs back to PA-K staff such that staff are capable of supporting and maintaining the application in the most proficient manner once the implementation engagement is complete.

### **4.3 Support and maintenance plan:**

In this section, the bidder is required to specify the nature and conditions of any post implementation support options including:

- Post-go live support that is included in the proposal response
- Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
- Remote support
- Desk services (Provide a draft service level agreement for your help desk with your response to the tender)
- Online knowledge base (i.e. – how it is accessed, who updates etc.)

In doing so the bidder is expected to include:

- Supplier maintenance support plan and facilities
- Draft Support and Maintenance Service Level Agreement
- License requirements
- Future upgrades

### **4.4 Change Management and Communication**

The bidder is expected to provide a high-level change management plan as part of the bid. This shall be refined with the internal stakeholders once the assignment commences. The successful bidder will take the lead in implementing the various tasks and activities as per the plan.

### **4.5 Change Request Management**

The bidder is expected to propose an approach on how change requests within the SRS/scope and outside the SRS/scope shall be handled and managed before deployment, during warranty and post warranty Period.

### **4.6 Business Intelligence, Analytics and Reporting**

The system shall generate visually appealing reports, charts, graphs by interacting with existing data and shall also be able to track progress of ongoing activities, and revealing trends, inefficiencies or bottlenecks in any process. The bidder is expected to indicate the business reporting and intelligence capabilities of the proposed system.



#### **4.7 Project management approach and tools**

The bidder shall provide details of the proposed project management approach and tools to be used in the project. The proposed approach and tools should ensure ease of progress tracking and reporting throughout the project life cycle.

#### **4.8 Hosting Infrastructure specification**

The bidder shall indicate the minimum installation environment specification of hardware and operating system required for the solution to function optimally which will be provided by PA-K. However, the bidder must note that the solution must be an end-to-end solution and should be ready to install on the server that has the required operating system

### **Technical Specifications**

The ERP solution should incorporate public sector procedures, should be web based and support workflow with enhanced graphical user interface for simplicity and ease of use.

The system should be an integrated adaptable and scalable open source ERP solution that fully supports enterprise wide processes and functionality.

#### ***Characteristics of the proposed ERP***

- i. Should be modular and fully web based with support for all browsers
- ii. Should provide a common look and feel, consistent commands and navigational keys across all modules
- iii. Should be user friendly and have an intuitive graphical interface
- v. Ability to use shortcut keyboard keys in performing transactions
- vi. Ability to save audit logs on all the transactions undertaken in the database.
- vii. Ability to do client-side validation on data before executing a transaction
- viii. Ability of the system to import/export data in different standard formats (XML, documents, spreadsheets, access, etc.)
- ix. Ability to do server-side validation on data before executing the commit transaction
- x. Ability for the system to control and prevent the deletion of master records with transactions, e.g. vendor accounts
- xi. Ability to print the templates used in the system
- xii. Ability to print signature on specific forms in the system
- xiii. Ability to adhere to the highest degrees of security when dealing with confidential data
- xiv. Network ready with multi-user password control

- xv. Ability to handle large volumes of data at high speeds and performance.
- xvi. Ability to minimize task repetition and redundancy & provide central data storage
- xvii. Ability to provide adequate general, statistical, and analytical reports for decision makers promptly and in different layout methods.
- xviii. Ability to maintain and customize the systems to meet future needs and requirements.
- xix. Ability to access the applications through the Internet/Intranet/Extranet portals, and user defined portals and different portable devices
- xx. Employee Self Service portal
- xxi. Email and SMS Integration
- xxii. Mobile responsive
- xxiii. Process Workflow, Alerts and embedded Document attachment
- xxiv. Business Intelligence, Analytics and Reporting
- xxv. Provide a dynamic dashboard for each user that consolidates all the right information to be brought to the user's attention without the need of the user navigating to various sections of the system.

### **Governance and responsibility**

The Vendor shall work collaboratively with the PA-K's project team to design, develop configure and install the system comprising of:

- i. Representatives from PA-K who form the following committees/groups
  - a. IT Steering Committee
  - b. IT Strategy Committee
  - c. Digitization Committee
  - d. Project Manager;
- ii. Technical experts

The vendor will be required to provide all competent staff to work on this project. The staff will be the ones that the bidder submitted their CVs alongside their roles

#### ***Technical Responsiveness Checklist***

Bidders shall use the following options to indicate the "DEGREE OF SUPPORT OF COMPLIANCE" their solution provides for each of items listed in this section:

1. FS - (Fully Supported) the application fully supports the requirement without any modifications.
2. PS - (Partially Supported) the application supports the requirement with use of a workaround.

3. CR (Customization required) the application will be customized to meet the requirement(s).
4. NS - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

Please fill in the COMPLIANCE column as appropriate to indicate one of the responses listed above for each item

## Functional Requirements

### HUMAN RESOURCE AND ADMINISTRATION

#### a) Recruitment

| S/N | REQUIREMENT  | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|--|-----------------------------------|
| 1   | The system should allow for capturing of staff establishment   |                                   |
| 2   | The system must allow HR officer to create a vacancy and save without posting. The vacancy may be posted later after relevant approval. (draft->publish) |                                   |
| 3   | The HR officer can unpublish a vacancy from the system even before the deadline with a reason.   |                                   |
| 4   | The system should allow applicants to manage their online profile.   |                                   |
| 5   | The system should allow rregistration of new applicant based on the online application form  |                                   |
| 6   | The system should send an e-mail/SMS to the registered user on successful application.   |                                   |
| 7   | Use two-step authentication to verify the applicant before registration is successful.   |                                   |
| 8   | Use two-step authentication to verify the applicant before login is successful.  |                                   |
| 9   | The system should have a forgot password functionality to allow the registered user to reset password.   |                                   |
| 10  | The system should send an e-mail/SMS to the registered user on successful reset.   |                                   |
| 11  | The system should allow the registered user to deactivate his/her account.   |                                   |

|    |   |  |
|----|---|--|
| 12 | The system should send an e-mail/SMS to the registered user on successful deactivation.                                     |  |
| 13 | The applicant should view all active job vacancies and the requirements for each vacancy.                                   |  |
| 14 | The applicant should be able to fill out the required fields to create a profile that will be saved.                        |  |
| 15 | The applicant should be able to edit any section of the saved application profile.  |  |
| 16 | The system should generate a longlist of all applicants   |  |
| 17 | The system should generate a shortlist of applicants based on the minimum requirements for each vacancy.                    |  |
| 18 | The system should allow shortlisting of applicants by appointed officers.   |  |
| 19 | The system should send an e-mail/SMS invitation to the shortlisted candidates.  |  |
| 20 | The HR officer will input in the system the interview results of each candidate that was interviewed.                       |  |
| 21 | The HR officers will select the successful candidates based on the results from the interviews.                             |  |
| 22 | The system should be able to capture score sheets by the panelists  |  |
| 23 | Upon approval, the HR officer should send an e-mail/SMS invitation to the successful candidates using the system.           |  |
| 24 | The system should be able to pick details of the newly appointed candidates on reporting and opening of personnel file.     |  |
| 25 | Should be able to develop induction program within the system with input from HR and user departments.                      |  |
| 26 | The system SHOULD alert new employees to participate in the induction program coordinated by HR through sms/existing email. |  |
| 27 | Integrated Reporting with export to standard formats such as PDF, text, spreadsheets etc.                                   |  |

**b) Employee Management**

| S/N | REQUIREMENT   | COMPLIANCE (FS, PS, CR, NS) |
|-----|---|-----------------------------|
| 1   | The system should be able to capture Organizational Structure   |                             |
| 2   | The system should be able to capture and store employee data (qualifications, contacts, dependents, job group, Next of kin etc.)  |                             |
| 3   | The system must provide Employee Self Service Portal  |                             |
| 4   | The system must allow an employee to view and update personal data such as names, address, contacts, schools and/or University attended, qualifications, HELB, etc. subject to verification and approval.   |                             |
| 5   | The system must allow an employee to view and update payment details such as bank, account name, account number, Bank Branch Codes etc. subject to verification and approval. (upload Certified bank clearance letter)  |                             |
| 6   | The system should be able to capture and store Staff Training process, planning, mentorship/coaching and data management  |                             |
| 7   | The System should allow grouping of employees based on various aspects such as department/Division and PA-K grading structures  |                             |
| 8   | The system must provide Employee Leave Management – different types of leaves.... (Leave calendar, Request, Recommendation, Approval, Recall, handing over, Notifications, leave balances).   |                             |
| 9   | The system must provide employee onboarding workflow – allow for notifications to respective sections on new employee and his/her needs i.e. office space, ICT equipment, user account creation on systems, email creation, branded merchandise, stationery, furniture, staff ID etc. |                             |
| 10  | The system must provide eemployee clearance and exit Management – online clearance, clearance certificate, final dues, handing over, and exit interview.  |                             |
| 11  | The system must provide management for different exit categories (Resignation, Retirement,  |                             |

|    |  |  |
|----|--|--|
|    | A position is declared redundant, Dismissal, Death)  |  |
| 12 | The system must provide management to different staff categories (Permanent Staff, Contract staff, Casual staff, Interns and Attachés).  |  |
| 13 | The system must provide work flows for Employee Transfer, Postings, Secondments and promotion.   |  |
| 14 | The system must provide Disciplinary management process.   |  |
| 15 | The system must provide Grievance Handling management process.   |  |
| 16 | The system must provide management for Training and development – Training needs analysis, training allocation vs budget, training reports and training evaluation.  |  |
| 17 | The system must provide Staff Performance & Appraisal Management<br>Performance management based on the Balanced Score Card - The system to keep track of BSC development and approval, reporting and evaluation, employee performance, generate appraisal reports, provide for appeal of appraisal results. |  |
| 18 | Embed a workflow that supports Employee transfers including acting Appointments  |  |
| 19 | Provision for uploading and attaching documents to an employee's profile such as scanned transfer letters, etc.  |  |
| 20 | Integrated Reporting with export to standard formats such as PDF, text, spreadsheets etc.  |  |

### c) Payroll Management

| S/N | REQUIREMENT   | COMPLIANCE (FS, PS, CR, NS) |
|-----|---|-----------------------------|
| 1   | The system must have ability to automatically process employee salary and benefits.   |                             |
| 2   | Ability to calculate various employee deductions and taxes.                           |                             |
| 3   | Must be able to capture and maintain all compensation and benefits data such as gross |                             |

|    |  |  |
|----|--|--|
|    | salary, Gratuity, NSSF, NHIF, allowances, benefits, pension contributions, internal loans, insurance relief, Personal Relief, PAYE, HELB etc |  |
| 4  | Must be able to capture Employers' Contribution to Registered Pension Scheme or Provident Fund.  |  |
| 5  | Ability to run real-time data communication between human resource and finance sections.   |  |
| 6  | Ability to electronically integrate/export employee information to Microsoft excel, word or PDF.   |  |
| 7  | Ability to document all salary and job changes, view salary history of each employee online including salary, bonus and all deductions etc.  |  |
| 8  | Ability to generate a detailed Audit Trail of payroll transactions/changes.  |  |
| 9  | Link job scales to salary and allowances payable to each grade.  |  |
| 10 | Salary increment portal (increment period management and alerts)   |  |
| 11 | Supports unlimited number of employees and staff classifications   |  |
| 12 | Employee banking details e.g. bank, branch, account number, account type   |  |
| 13 | Payroll summary with all earnings  |  |
| 14 | Unlimited number of user definable tables e.g. PAYE, NSSF, NHIF, Pensions, Unions,   |  |
| 15 | Accessible via employee self service   |  |
| 16 | Pension management   |  |
| 17 | Other payrolls: Board, Police, seconded and deployed staff, casual staff, interns, research assistants, casuals etc.                         |  |
| 18 | Direct electronic salary remittance to banks   |  |
| 19 | Ability to automatically stop salary at end of Contract or Employment.   |  |
| 20 | Customized Payroll reports, payslips, self-service, pay change advise etc  |  |

#### d) Transport Management

| S/N | REQUIREMENT | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|-------------|-----------------------------------|
|-----|-------------|-----------------------------------|

|    |   |  |
|----|---|--|
| 1  | The system should be able to capture and store vehicle details such as Registration Number, Make, Type of vehicle, Specialized use of the vehicle, Specialized equipment on the vehicle, Year of Manufacture, Insurance, Fuel type, Tyre size, Etc.   |  |
| 2  | Online transport requisition management and driver/vehicle allocation   |  |
| 3  | The system must cater for the capture of the vehicle booking and maintain the car booking status detail (e.g. Available, booked, in use, under repair, etc.)  |  |
| 4  | The system must cater for the capture of the driver allocation and maintain the driver's allocation status detail (e.g. Available, allocated, on safari, Not on duty, etc.)   |  |
| 5  | Work ticket management (Purchase, issuance, closing and return)   |  |
| 6  | Ability to monitor fuel consumption transactions and perform analysis showing fuel statistics.  |  |
| 7  | Vehicle repair and maintenance management - Ability to keep track and monitor trends in vehicle repair and determine vehicles to keep or to retire  |  |
| 8  | Ability to derive fleet-based reports such as: <ul style="list-style-type: none"> <li>• Those analyzing costs and monitoring trends in wear, neglect and abuse of equipment.</li> <li>• Preventive and repair maintenance history that lists all of the maintenance performed on the vehicles. This report includes the costs of preventative maintenance and repairs.</li> <li>• Fleet List Reports.</li> <li>• Fuel consumption reports.</li> </ul> |  |
| 9  | Alerts – insurance, vehicle servicing etc.  |  |
| 10 | Incident management and observations  |  |
| 11 | Transport reports   |  |



e) Performance and appraisal

| S/N | REQUIREMENT  | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|--|-----------------------------------|
| 1   | Allow employees to set objectives at the beginning of financial year   |                                   |
| 2   | Allow employees to perform appraisal on the set objectives (mid-years and after end of year)                         |                                   |
| 3   | Allow adding of additional objectives where new objectives are assigned during the year (subject to approval by HoD) |                                   |

f) Leave management

| S/N | REQUIREMENT  | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|--|-----------------------------------|
| 1   | Implement leave management workflow                                  |                                   |
| 2   | Notifications (email) at all stages of the workflow                  |                                   |
| 3   | Allow upload of supporting documents                                 |                                   |
| 4   | System should allow for definition of public holidays within a year. |                                   |
| 5   | Ability to add Handover report before proceeding on Leave            |                                   |
| 6   | Link to other processes like payment of leave allowances             |                                   |

g) Training and development

| S/N | REQUIREMENT   | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|---|-----------------------------------|
| 1   | Allow staff to submit their training needs and HoDs to approve                                  |                                   |
| 2   | Link this process with appraisal  |                                   |
| 3   | Allow capturing of important details about staff training e.g. invoices, payments, certificates |                                   |

#### h) Disciplinary

| S/N | REQUIREMENT  | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|--|-----------------------------------|
| 1   | Support a disciplinary workflow process in the system                                    |                                   |
| 2   | Allow connection to other processes where this process leads to another e.g (separation) |                                   |

#### i) Grievance handling

| S/N | REQUIREMENT                        | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|------------------------------------|-----------------------------------|
| 1   | Grievances workflow implementation |                                   |

#### j) Exit/ separation

| S/N | REQUIREMENT  | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|--|-----------------------------------|
| 1   | Handle workflow for different types of staff separations |                                   |
| 2   | Perform clearance and handover notes in the system       |                                   |
| 3   | Generation of certificate of service                     |                                   |
| 4   | Perform exit survey in the system                        |                                   |

#### k) Internship / Attachment / Volunteers

| S/N | REQUIREMENT   | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|---|-----------------------------------|
| 1   | Allow receiving of attachment applications online throughout the year |                                   |

|   |  |  |
|---|--|--|
| 2 | Allow HR to advertise internship positions on an online portal and receive applications to the advertised positions online |  |
|---|--|--|

## FINANCE AND ACCOUNTS

### a) Revenue Management

| S/N | REQUIREMENT   | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|---|-----------------------------------|
| 1   | The system must be able to capture and manage revenue allocated to PA-K from the ministry.  |                                   |
| 2   | The revenue received should be posted in cash book.   |                                   |
| 3   | Support for the following Modes of receipt: <ul style="list-style-type: none"> <li>• Bank deposits</li> <li>• Cheques;</li> <li>• Bank transfers;</li> <li>• Mobile Money Payments</li> </ul>   |                                   |
| 4   | Ability to issue receipt notification: <ul style="list-style-type: none"> <li>• Print,</li> <li>• Email,</li> <li>• SMS</li> </ul>  |                                   |
| 5   | Able to handle receipts and incomes; <ul style="list-style-type: none"> <li>• Receipts from participants.</li> <li>• Receipts from award centres.</li> <li>• Receipts from tenders;</li> <li>• Reimbursement of imprest;</li> <li>• Car loan repayment,</li> <li>• Mortgage payment</li> <li>• salary advance repayment</li> <li>• Receipts from disposal of assets where applicable</li> <li>• Other income</li> </ul> |                                   |

b) Fixed Assets

| S/N | REQUIREMENT   | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|---|-----------------------------------|
| 1   | <p>The system should provide an overview of PA-K fixed assets entire lifecycle, from the creation of a purchase order in procurement, through tracking, depreciation and eventual retirement and ensure correct periodic/ on request depreciation. It should also enable PA-K to keep track of maintenance costs, manage insurance policies, post fixed asset transactions, and generate various detailed reports and statistics.</p>   |                                   |
| 2   | <p>The system should provide an asset tracking number, which is a unique identification number. The physical asset should be marked with this identification number, either directly or with an asset tag.</p>  |                                   |
| 3   | <p>The system should be able to have the fixed assets uploaded and continuously updated so as to tie the fixed assets sub ledger through the register and the fixed assets GL codes. To this end, asset register details should include:</p> <ul style="list-style-type: none"> <li>• Asset description.</li> <li>• Manufacturer of the asset.</li> <li>• Serial number, which is the identification number assigned to the asset by its manufacturer.</li> <li>• Warranty coverage and expiry date.</li> <li>• Insurance coverage, which is a link to a file containing the detailed insurance coverage. This can be useful when an insured event occurs.</li> <li>• Asset's acquisition date.</li> <li>• Acquisition cost of the asset.</li> <li>• The date the asset was placed into service.</li> <li>• The assets useful life. -The assets net book value.</li> <li>• The system should capture the asset's physical location. -The system should capture donated assets</li> <li>• The system should capture date of disposal.</li> </ul> |                                   |

|   |  |  |
|---|--|--|
| 4 | The fixed assets should be integrated with the procurement/finance module to ensure that once a fixed asset is procured, it automatically goes into the fixed assets register with the correct value of the purchase price and disposal of the assets. |  |
| 5 | The system should be able to accurately generate detailed information and create reports on any of the above lifecycle of fixed assets. The reports can be exported to standard formats such as PDF, text, csv, spreadsheets etc.                      |  |

### c) Payments

| S/N | REQUIREMENT   | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|---|-----------------------------------|
| 1   | The system should have a payment handling process with approval workflow and limits.  |                                   |
| 2   | The system should be able to:- <ul style="list-style-type: none"> <li>• receive invoices and supporting documents</li> <li>• Verify payments online;</li> <li>• Authorize payments online;</li> <li>• Approve payments online</li> <li>• Sign cheques online</li> </ul> |                                   |
| 3   | Ability to process payment to Suppliers, staff and others using different payment methods <ul style="list-style-type: none"> <li>• Bank deposits</li> <li>• Cheques;</li> <li>• Bank transfers;</li> <li>• Mobile Money Payments</li> </ul>                             |                                   |
| 4   | Ability to Notify payees to be user triggered   |                                   |
| 5   | Ability to manage withholding taxes on supplier payments  |                                   |
| 6   | Ability to process statutory and other payroll deductions; PAYE and NSSF; HELB and NHIF; Other payroll deductions; Export to CSV excel; Print cheques   |                                   |
| 7   | Process client's refunds; Withdrawal of deposits, Overpayment refunds   |                                   |
| 8   | Ability to process Staff imprests requests, Approval, Payment, Surrender of imprest.  |                                   |
| 9   | Process payment for provision of services;  |                                   |

|    |   |  |
|----|---|--|
| 10 | Ability to process Sponsorships and donations to stakeholders                             |  |
| 11 | Print payment vouchers fully capturing details of payment                                 |  |
| 12 | Auto posting of transactions to relevant expenditure accounts                             |  |
| 13 | Post payment transaction to journals/ ledgers   |  |
| 14 | Integrated Reporting with export to standard formats such as PDF, text, spreadsheets etc. |  |

d) **Financial Statements**

| S/N | REQUIREMENT   | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|---|-----------------------------------|
| 1   | System should support Cash book update  |                                   |
| 2   | System should allow for update for committed funds  |                                   |
| 3   | Ability to post the Cash Book entries to the General Ledger   |                                   |
| 4   | Ability to create Trial Balance (TB)  |                                   |
| 5   | Provide Monthly, quarterly, semi-annually annual financial statements (statement of financial performance, Statement of financial position, Statement of changes in Net Assets, Statement of Cash flows – Direct method, statement of comparison of budget and actuals) |                                   |
| 6   | Ability to update the assets register with additional assets purchased in a given period, compute depreciation and net book value for specific asset on quarterly basis.  |                                   |
| 7   | Ability to Integrate approved budget with financial statements. Namely; Statement of financial performance, Statement of financial position, statement of cash flows  |                                   |
| 8   | Segment reporting capabilities for both Revenue (in terms Revenue Streams/items, category, Revenue per Branch Office) and Expenditure (Per Branch Office) on monthly, quarterly, semi-  |                                   |

|  |  |  |
|--|--|--|
|  | annually and annual basis – Cost Centre Accounting |  |
|  |  |  |

e) Accounts Payable

| S/N | REQUIREMENT   | COMPLIANCE (FS, PS, CR, NS) |
|-----|---|-----------------------------|
| 1   | The system must maintain contact address/email/mobile number and other details of suppliers |                             |
| 2   | Maintain other details of suppliers (KRA PIN and Bank Account Details)                      |                             |
| 3   | Link LPO/LSO to payment/ Cash Book  |                             |
| 4   | Maintain supplier accounts statement and be able to generate ageing analysis                |                             |
| 5   | Categorize supplier's levels and track details to ledger accounts.                          |                             |
| 6   | Post purchase transaction to journals/ ledgers  |                             |
| 7   | Be able to generate ageing analysis for the outstanding invoices and payments               |                             |
|     |   |                             |

f) Banking and Cash Management

| S/N | REQUIREMENT   | COMPLIANCE (FS, PS, CR, NS) |
|-----|---|-----------------------------|
| 1   | The system should be able to create and manage multiple cashbooks                                       |                             |
| 2   | The system must manage cash and banking activities  |                             |
| 3   | Handling receipts and payments transactions through cash books.   |                             |
| 4   | Enable inter bank account and Mpesa account transfer of funds.  |                             |
| 5   | System should perform monthly reconciliation for the Bank Accounts and Mpesa Account (Auto and Manual). |                             |
| 6   | Import Bank statements into the system - Integration with the bank                                      |                             |

|   |  |  |
|---|--|--|
| 7 | System should Update unknown debits/credits automatically and provide balances of unknown amounts. |  |
| 8 | The system should be able to integrate with Banks and Mpesa Application.                           |  |
| 9 | Cash flow management   |  |
|   |  |  |

**g) Staff Imprests**

| S/N | REQUIREMENT  | COMPLIANCE (FS, PS, CR, NS) |
|-----|--|-----------------------------|
| 1   | The system must manage Imprest workflow, from application to remittance of funds to staff.   |                             |
| 2   | Enable the imprest holder to file surrender for processing together with documents to support the amount spent as well as refund of unutilized funds if any. |                             |
| 3   | Alert the staff through email/SMS on any unaccounted imprest before expiry of the allowed time period.   |                             |
| 4   | Transfer the uncounted staff imprest to be deducted as salary in advance on expiry of the set time limit   |                             |
| 5   | The system should be able to capture different types of imprests   |                             |

**h) General Ledger**

| S/N | REQUIREMENT   | COMPLIANCE (FS, PS, CR, NS) |
|-----|---|-----------------------------|
| 1   | Customizable charts of accounts   |                             |
| 2   | Allow reclassification of charts of accounts/General Ledger   |                             |
| 3   | Support segmented General Ledger  |                             |
| 4   | Support a variety of journal processing options (The system should allow for correction of errors e.g. debit/credit notes where applicable) |                             |



|    |  |  |
|----|--|--|
| 5  | Support journal to be grouped and processed in batches ensuring verification and authorization |  |
| 6  | Capability to Import/export transactions or data from/to MS Excel, csv                         |  |
| 7  | Require approval of transaction before posting   |  |
| 8  | Handle general journal and recurring journals  |  |
| 9  | Manage recurring transactions  |  |
| 10 | Categorize income and expenses at various levels (grouping, subgroups)                         |  |
| 11 | Generate trial balance   |  |
|    |  |  |

**i) Budget Preparation**

| S/N                         | REQUIREMENT   | COMPLIANCE (FS, PS, CR, NS) |
|-----------------------------|---|-----------------------------|
| 1                           | All departments should be able to submit their annual departmental budgets  |                             |
| 2                           | The system must provide for Programme/Activity Based Budgeting and able to manage multiple budgets and forecasts                              |                             |
| 3                           | Allocate revenue targets and budgeted cost to responsibility/revenue Centres  |                             |
| 4                           | Provide provision for monthly, quarterly, semi-annually and annually budgets;   |                             |
| 5                           | Automate user requirements / proposals (Programme Based Budgets) to the consolidated budget and link the same to the Annual Procurement Plan. |                             |
| 6                           | Integrate monthly, quarterly, semi-annually and annual budgets with financial statements.   |                             |
| 7                           | Automate purchase and authorized expenditure requisitions and link to the budget.   |                             |
| 8                           | Integrated Reporting with export to standard formats such as PDF, text, spreadsheets etc.   |                             |
| <b>j) Budget management</b> |   |                             |

| S/N                   | REQUIREMENTS  | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----------------------|---|-----------------------------------|
| 1                     | Automate purchase and authorized expenditure requisitions and link to the budget.                             |                                   |
| 2                     | Compute variances between budget and actual performance on Monthly, Quarterly, semi-annually and annual basis |                                   |
| 3                     | Ability to track and report on variance between budget and expenditure reports.                               |                                   |
| 4                     | Automate notification on budget balances to the user divisions/units.   |                                   |
| 5                     | Ability to track Commitments for LPO's LSO's and Imprests   |                                   |
| 6                     | Provide for Budget Reallocations and adjustments  |                                   |
| k) Funds Disbursement |   |                                   |
| S/N                   | REQUIREMENTS  | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
| 1                     | Implementation of funds disbursement workflow   |                                   |
| 2                     | Ability to recover funds that was not spent according to intended purpose                                     |                                   |

### PROCUREMENT / SUPPLY CHAIN MANAGEMENT

| Procurement Plan |   |                                   |
|------------------|---|-----------------------------------|
| S/N              | REQUIREMENT   | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
| 1                | The System should be able to do Procurement and asset disposal planning |                                   |
| 2                | The System should be able to do Procurement budget monitoring           |                                   |

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|----|--|--|
|    |  |  |
| 3  | The System should have provision for Registration of Suppliers & Updating Supplier List                            |  |
| 4  | The System should be able to do Generations of Purchase Requisition Notes (PRN's) & Store Requisitions             |  |
| 5  | The System should be able to do Tendering process/E-Procurement of Goods, Works and Services – Tendering Processes |  |
| 6  | The System should be able to do Evaluation process   |  |
| 7  | The System should be able to do Preparation of Professional Opinions & Approval                                    |  |
| 8  | The System should have Award of Contracts  |  |
| 9  | The System should have Procurement and Contract Management sub module  |  |
| 10 | The System should have Contract Administration, Implementation and Monitoring                                      |  |
| 11 | The System should have Inventory Management  |  |
| 12 | The System should have Supplier Performance Management   |  |
| 13 | The System should have Stores Management   |  |
| 14 | The System should have provision for Raising of LPO's & LSO's & Approval   |  |
| 15 | The System should have Inspection and acceptance & Goods Received Notes (GRNs).                                    |  |
| 16 | The System should have Sale or Disposal of Assets  |  |

|    |  |  |
|----|--|--|
|    |  |  |
| 17 | The System should have Asset management, Distribution & Maintenance                            |  |
| 18 | The System should have provision for Replacement, Scrapping and Decommissioning                |  |
| 19 | The system should allow for Statutory Reporting- Public Procurement Information Portal & IFMIS |  |
| 20 | The system should allow for E- Invoicing   |  |

### PROGRAMME/PROJECT MANAGEMENT

| S/N | REQUIREMENT  | COMPLIANCE (FS, PS, CR, NS) |
|-----|--|-----------------------------|
| 1   | The system should provide integration with the Online Record Book System (ORB) and Award portal database   |                             |
| 2   | The system should be able to incorporate Award Presentation Status i.e. Induction Participants (Upload Registration Forms), Induction Award Leaders (Attendance List) and Training Sessions. |                             |
| 3   | The system should allow for monitoring and evaluation of program activities.   |                             |
| 4   | The system should be able to report on all programs projects.  |                             |
| 5   | The system should be able to incorporate online work plans and activities planning.  |                             |
| 6   | The system should be able to collect participants data   |                             |
| 7   | The system should give room for program officers to upload their project reports continuously  |                             |
| 8   | <p><b>Analytics dashboard for program metrics.</b></p> <ul style="list-style-type: none"> <li>Analytics dashboard displaying key program metrics.</li> </ul>                                 |                             |

|    |   |  |
|----|---|--|
|    | <ul style="list-style-type: none"> <li>• Provide visual representations of participant demographics, engagement success, and program impact.</li> </ul>   |  |
| 9  | <p><b>Recognition and awards:</b></p> <ul style="list-style-type: none"> <li>• Generation of participants who have successfully completed the program</li> <li>• Participants' achievements - Gold, Silver, and Bronze</li> <li>• Notifications for upcoming ceremonies</li> </ul>  |  |
| 10 | <p><b>Award Registration and Payment Processing:</b></p> <ul style="list-style-type: none"> <li>• Upload Signed Agreement for Registration</li> <li>• Integrated Payment System Linked to Finance module</li> <li>• License Management (Upload Certificates)</li> <li>• Participants Registration (Linked to Award Portal or Upload ORB Excel)</li> </ul> |  |
| 11 | <p><b>Resource library:</b></p> <ul style="list-style-type: none"> <li>• Training materials</li> <li>• Presentation materials</li> <li>• Quality Management System (QMS)</li> <li>• Policies</li> <li>• SOPs</li> </ul>   |  |
| 12 | The system should be able to offer Alumni network management.   |  |
| 13 | The system should be able to Manage Key Engagements i.e. Award Ceremonies, Events, Symposiums, Volunteer/Assessors engagements and Forums.  |  |

| S/N | REQUIREMENT  | COMPLIANCE<br>(FS, PS, CR,<br>NS) |
|-----|--|-----------------------------------|
|     | <b>IT (System Administration)</b>  |                                   |
| 1.  | System Admin should have provision to create new user.   |                                   |
| 2.  | System Admin should have provision to capture all the user details like first name, middle name, last name, email, personal no. etc.   |                                   |
| 3.  | System Admin should have provision to assign one or more roles/permissions to the user.  |                                   |
| 4.  | System should have provision to enter login id for that user. This login id should be unique. Once the login id is entered system should check with database whether that login id available or not available. System should display proper message related to that. |                                   |
| 5.  | System should have provision to generate default password to that user.  |                                   |
| 6.  | System should have provision to send/display the login id and password to the user.  |                                   |
| 7.  | System should allow the user to login into the system (once the user is created)   |                                   |
| 8.  | System should allow the System Admin to view, track and run system logs report   |                                   |
| 9.  | System should allow instant saving of backups and mirroring  |                                   |
| 10. | System should identify and report errors as they occur to the system admin promptly  |                                   |
|     | <b>IT (Helpdesk and Ticketing System)</b>  |                                   |
| 11. | System should generate the unique reference ID for every complaint registered in the system.   |                                   |
| 12. | System should be able to differentiate software and hardware issues reported.  |                                   |
| 13. | Once the complaint is registered the system should send and acknowledge mail to the complainant with the reference number generated for the complaint.   |                                   |

|     |   |  |
|-----|---|--|
| 14. | System should show the list of pending complaints to the IT staff and on selection of complaint the IT staff will classify the complaint based on the category it belongs to (urgent/emergency/normal)  |  |
| 15. | System should allow tracking of the complaint status  |  |
| 16. | Once the complaint is resolved, the IT staff responsible for responding to complaint should be able to close the complaint after the confirmation of resolved status updated by complainant and system should update the complaint closure date in the database against that complaint. |  |
| 17. | System should record and allow reporting of daily, monthly, quarterly, semiannual and annual resolved/unresolved/pending and escalated IT issues.   |  |
| 18. | Security  |  |
| 19. | Backup restore capabilities and Data Archiving System Configuration Management and updates  |  |
| 20. | Maintaining an audit trail log  |  |
|     | <b>IT (Change management)</b>   |  |
| 21. | Implement a change management workflow with approvals to allow documentation of change details before any change is implemented in the systems  |  |
|     | <b>INVENTORY MANAGEMENT</b>   |  |
| 22. | Linkage to procurement module to take details of ICT equipment at the point of acquisition.   |  |
| 23. | Link user issued with a device to the device issued, and enable the user to retire the device when exiting the Corporation – After inspection by the ICT Officer in charge of hardware.   |  |
| 24. | Give a report of all the ICT equipment on a quarterly, annual and ad-hoc basis.   |  |

|     |   |  |
|-----|---|--|
|     |   |  |
| 25. | Give prompt on equipment that have reached End-Of-Life and their status.  |  |
| 26. | Link to asset management module.  |  |
| 27. | Provide a template for equipment specifications, inspection report, preventive maintenance report (can be uploaded if filled by contracted party), disposal report for equipment being retired (and link to the disposal module) and ability of the equipment to be retired when a user is exiting the Corporation. |  |
|     | <b>BACKUP PROCESS</b>   |  |
| 28  | Prompt for user to perform backup on accessing the Organization network.  |  |
| 29  | Link to external backup and local servers.  |  |
| 30  | The solution should provide tools for backup and restore facilities.<br>The system should allow archiving of old unused data to improve Performance.<br>The system should allow the users to access archived data from different queue and also provide the capability to search report and export the data.        |  |
|     | <b>PASSWORD MANAGEMENT PROCESS</b>  |  |
| 31  | Prompt user to change password after 90 days of use – The system should give an allowance of one week before prompt expires, and require the user to change password at next login.   |  |
| 32  | Enable the user to reset password by using forgot password feature before escalating to   |  |



|    |   |  |
|----|---|--|
|    | Head of ICT and system administrator to reset user password.  |  |
| 33 | Use a common password to login to different modules as per rights issued.   |  |
| 34 | <ul style="list-style-type: none"> <li>• Administration</li> <li>• Unlimited number of Administrators</li> <li>• Unlimited number of End users</li> <li>• Flexible User Administration –Role-based</li> <li>• Access control</li> <li>• Multi-Organization support</li> </ul> |  |
|    | <b>EMAIL</b>  |  |
| 35 | During staff on-boarding by HR, the system should send a prompt to ICT for user creation and ICT resource allocation.   |  |
| 36 | During staff exit, the system should prompt ICT to deactivate the user account.   |  |
| 37 | The ERP should integrate with corporate email for password confirmation and reset.  |  |

## PUBLIC COMMUNICATION CUSTOMER RELATIONSHIP MANAGEMENT

| Complaints |  |                             |
|------------|--|-----------------------------|
| S/N        | REQUIREMENTS   | COMPLIANCE (FS, PS, CR, NS) |
| 1.         | The system should trigger notifications to the respective Divisions, centres or sub-centres when a complaint is captured concerning them |                             |
| 2.         | Ability to receive and process corporate complaints  |                             |
| 3.         | Capability to accept complaint from various methods e.g. letters, email, suggestion box, verbal, website and social media                |                             |
| 4.         | Ability to keep a record of all complaints in a financial year   |                             |

|          |   |  |
|----------|---|--|
| 5.       | Ability to send alert to members of staff participating complaints committee members online                         |  |
| 6.       | Ability to track complaints and give a status   |  |
| 7.       | Ability to upload, edit and share complaints resolution report  |  |
| 8.       | Ability to issue reminder alerts on complaints not yet resolved   |  |
| 9.       | Ability to allow notification to be sent to the complainer/complimentor   |  |
| 10.      | Capability to have and allow access to complaints form, compliments feedback form                                   |  |
|          | Ability to give rights to the Complaints committee  |  |
|          | Capability to integrate with the CAJ system to facilitate   |  |
| 13.      | Capability to allow concerned parties access to the complaint's resolution  |  |
| 14.      | Ability to generate report complaints quarterly and annually.   |  |
| 15.      | Ability to compile all institutional complaints and drill down to regions and departments                           |  |
| <b>B</b> | <b>Branding</b>   |  |
| 16.      | Ability to allow receipt of branding requests from departments and submit feedback on the requests                  |  |
| 17.      | Capability to link with all branding budgets for coordination and utilization in order to ensure quality assurance. |  |
|          | Ability to allow for approval to be done online   |  |
| 19.      | Capability to allow only budgeted branding requests   |  |
| 20.      | Ability to interface with Supplies module for Purchase requisition to be raised                                     |  |
| 21.      | Ability to interface with inventory so as to show branded items in stock  |  |
| 22.      | Ability to update on already branded items against the set target   |  |
| 23.      | Ability to allow confirmation of branding activity as requested   |  |
| <b>C</b> | <b>CSR</b>  |  |
| 24.      | Ability to accept CSR request from centres, sub-centres and stakeholders.   |  |
|          | Ability to allow for approval to be done online   |  |
| 26.      | Ability to communicate feedback on CSR requests   |  |
| 27.      | Capability to be linked with SCM Module and accounts module in case a PR or Imprest is to be raised.                |  |

|                   |   |  |
|-------------------|---|--|
| 28.               | Ability to show status of the CSR request.  |  |
| 29.               | Ability to monitor utilization of funds allocated to CSR Activities   |  |
| 30.               | Module should have a report that shows all CSR reports for the Organization and drill down to individual regions. It should also show rejected and approved CSR requests for a financial year |  |
| <b>D Feedback</b> |   |  |
| 31.               | Ability to compile feedback forms from different regions into a report  |  |
| 32.               | Ability to allow for creation of reports on the feedback provided   |  |
| 33.               | Capability to have customized feedback forms to suit respective departments and regions as per the services offered   |  |
| 34.               | Ability to analyze on the different feedback  |  |
| 35.               | Ability to allow customers and stakeholders to be able to give their feedback   |  |
| 36.               | Ability to compile all feedback into a report for the whole institution and drill down to different regions and centres.  |  |
| 37.               | Ability allow submission of feedback reports to action department for their action and allow submission of feedback reports to management   |  |
| <b>E E-Chats</b>  |   |  |
| 1                 | E-chats sub module i.e. Staff Chat Rooms for Addressing Operational Updates and Discussing Issues or Challenges   |  |
| 2                 | Internal announcements and updates to keep staff informed about organizational news, policy changes, and other important information  |  |

### Financial Proposal

The Organization will not consider time and materials pricing. Vendors shall provide firm and fixed Pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other.

- i. The Bidder shall provide price information for each separate component, as well as the costs of any modifications necessary
- ii. Vendor shall provide prices in Kenya shillings inclusive of VAT
- iii. Vendor shall make clear the rationale and basis of calculation for all fees.



|   |   |  |  |  |  |  |  |  |  |  |  |
|---|---|--|--|--|--|--|--|--|--|--|--|
| <b>Mockups</b>  | completed, demos done, feedback collected and signed-off.   |  |  |  |  |  |  |  |  |  |  |
| <b>System Development and Integration</b>                 | Development of modules/components as planned are completed and are ready for testing.   |  |  |  |  |  |  |  |  |  |  |
| <b>System Prototypes and Testing</b>                      | All tests are completed and signed-off.   |  |  |  |  |  |  |  |  |  |  |
| <b>Change Management (user engagement &amp; training)</b> | All system users are engaged appropriately through the life of the assignment.<br>Trainings are completed and signed-off based on the Training Plan.  |  |  |  |  |  |  |  |  |  |  |
| <b>Piloting, data migration deployment</b>                | Pilots completed and signed-off to help refine the solution and design deployment strategy.<br>Data migration of all critical old data is completed and signed-off.<br>The system is deployed to the production environment and signed-off. |  |  |  |  |  |  |  |  |  |  |
| <b>Documentation</b>                                      | All required documents are submitted and approval/sign-off given where applicable.  |  |  |  |  |  |  |  |  |  |  |
| <b>Warranty and</b>                                       |   |  |  |  |  |  |  |  |  |  |  |



- Availability targets and commitments
- Conditions under which the service is considered to be unavailable (e.g., if the service is offered at several locations)
- Availability targets (exact definition of how the agreed availability levels will be calculated, based on agreed service time and downtime)
- Reliability targets Mean Time between Failures (MTBF) or Mean Time between Services Incidents (MTBSI) optional
- Maintainability targets Mean Time to Restore Service (MTRS) whenever there is an incident
- Down times for maintenance (number of allowed down times, prenotification periods) – Provide draft proposal
- Restrictions on maintenance, e.g., allowed maintenance windows, seasonal restrictions on maintenance, and procedures to announce
- planned service interruptions, need to agree on suitable schedule with minimal service disruptions.
- Definitions of incidents priority (Critical, High, Medium, Low and Scheduled) including procedures to announce unplanned service interruptions - provide draft proposal
- Service performance reporting and reviews meetings - provide draft

#### Proposal

Capacity/ performance targets and commitments - provide draft proposal

8. Required capacity (lower/upper limit) for the service, e.g.
  - Numbers and types of transactions
  - Numbers and types of users
  - Business cycles (daily, weekly) and seasonal variations e.g., on due dates, end months etc.

- Required Response times from applications
  - Incident Response and resolution times to requests by client for support
9. Further, the bidder should show commitment to surrender the complete system source code with all intellectual rights to the Secretariat immediately after Go-Live.
  10. The bidder must propose a solution whose licenses are perpetual. Licenses that require annual subscription is not required.