KERIO VALLEY DEVELOPMENT AUTHORITY

IMPLEMENTATION, TESTING & COMMISIONING OF ONLINE ERP SYSTEM

TENDER NO. KVDA/T/06/2020- 2021

REVIEWED TENDER DOCUMENT

RECEIPT NO…..……………….

TENDER REG. NO…………….

CLOSING DATE 7TH OCTOBER 2020 AT 10.30 AM

PROCURING ENTITY:
Kerio Valley Development Authority
P.O Box 2660 – 30100 Eldoret Email:
info@kvda.go,ke

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SECTION I - INVITATION TO TENDER

TENDER NO.   : KVDA/T/06/2020-2021

TENDER NAME   : IMPLEMENTATION, TESTING & COMMISIONING OF ONLINE
ERP SYSTEM

1.1   Kerio Valley Development Authority invites sealed tenders from prospective bidders for the supply, delivery, installation and testing of an ERP system at the headquarters in Eldoret County.

1.2   mandatory requirements shall include but not limited to the following: I. Certificate of incorporation of the company/business registration II. Valid tax compliance certificate

    III.   Evidence of physical location of the company/firm

    IV.   Tender security

    IV.   Name, address and telephone number of bankers

    V.   Details of experience and past performance of works of similar nature

    VI.   Qualification and experience of key personnel proposed for administration and execution of the contract

    VII.   Financial capability of the bidding firms by submitting audited accounts for the last three consecutive years

    VIII.   Stamped and signed letter of verification not debarred

1.3   Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 60 days from the closing date of tender.

1.4   Completed tender documents(both technical and financial) one original and two (2) copies are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at Kerio Valley Development Authority Head office in Eldoret, Oloo Street and addressed to;

**The Managing Director
Kerio Development Authority
P.O Box 2660
Eldoret – Kenya**

So as to be received on or before 7th October 2020 AT 10.30 AM

1.5   The tender document should be well paginated and bound together

1.6   Late or incomplete Tenders shall not be accepted.

1.7   Tenders will be opened immediately thereafter in the presence of the candidates or their
       representatives who choose to attend at Kerio Valley Development Authority Head
       office in Eldoret, Oloo Street

Yours sincerely,

AG.HSCM
FOR MANAGING DIRECTOR

SECTION II-   INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Joint ventures
Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Equipment

2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is --- substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3   Cost of Tendering

2.3.1   The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2   The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.3.3   All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4.   T h e Tender Document

2.4.1   The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
(i)   Invitation to Tender
(ii)   Instructions to tenderers
(iii)   General Conditions of Contract (iv)
Special Conditions of Contract (v)
Schedule of requirements
(vi)   Technical Specifications
(vii)   Tender Form and Price Schedules
(viii) Tender Security Form
(ix)   Contract Form
(x)   Performance Security Form
(xi)   Bank Guarantee for Advance Payment Form
(xii)   Manufacturer's Authorization Form
(xiii) Confidential Business Questionnaire

2.4.2   The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents.   Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5   Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document
       may notify the Procuring entity in writing or by post at the entity's address
       indicated in the Invitation to Tender. The Procuring entity will respond in
       writing to any request for clarification of the tender documents, which it
       receives not later than seven (7) days prior to the deadline for the
       submission of tenders, prescribed by the procuring entity. Written copies of
       the Procuring entities response (including an explanation of the query but
       without identifying the source of inquiry) will be sent to all prospective
       tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the
       tenderer within 3 days of receiving the request to enable the tenderer to
       make timely submission of its tender.

2.6   Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring
       entity, for any reason, whether at its own initiative or in response to a
       clarification requested by a prospective tenderer, may modify the tender
       documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be
       notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take
       the amendment into account in preparing their tenders, the Procuring
       entity, at its discretion, may extend the deadline for the submission of
       tenders.

2.7   Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and
       documents relating to the tender exchange by the tenderer and the
       Procuring entity, shall be written in English language, provided that any
       printed literature furnished by the tenderer may be written in another
       language provided they are accompanied by an accurate

English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8   Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

    (a)   a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

    (b)   Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

    (c)   documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

    (d)   tender security furnished in accordance with paragraph 2.14

2.9   Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10   Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances, delivery and installation to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will

be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11   Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12   Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1.the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

(a)   that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b)   that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c)   that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13   Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2   The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3   The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a)   a detailed description of the essential technical and performance characteristic of the goods;

(b)   a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

(c)   a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4   For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14   Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2   The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

(a)   if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
(b)   in the case of a successful tenderer, if the tenderer fails:
(i)   to sign the contract in accordance with paragraph 2.27 or

(ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18.   A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity.   The request and the responses   thereto shall be made in writing.   The tender security provided under paragraph 2.14 shall also be suitably extended.   A tenderer may refuse the request without forfeiting its tender security.   A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2   The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender.   All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3   The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17   Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:
  (a)   be addressed to the Procuring entity at the address given in the Invitation to Tender:

  (b)   bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," (day, date and time of closing)

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18   Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (day, date and time of closing).

2.18.2   The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19   Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the

Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2   The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3   No tender may be modified after the deadline for submission of tenders.

2.19.4   No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6   The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1   The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (time, day and date of closing) and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2   The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3   The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2   Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1   The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2   Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3   The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a

material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4   Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5   If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1   Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1   The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2   The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3   A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

2.25.1   Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

2.26.1   Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2   Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a)   Post-qualification

2.27.1   In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2   The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3   An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b)   Award Criteria

2.27.4   The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c)   Procuring entity's Right to Vary quantities

2.27.5   The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d)   Procuring entity's Right to Accept or Reject Any or All Tenders

2.27.6   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 thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

2.28.1   Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2   The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3   Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1   At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2   The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless thee is an administrative review request.

2.29.3   Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1   Within Thirty (30)days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2   Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31   Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
   (i)   "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

   (ii)   "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a

contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (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;

2.31.2   The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3   Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

INSTRUCTION TO TENDERES REFFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTION TO TENDERS
2.1	As indicated in the invitation to tender
2.24	The procuring entity's evaluation will exclude and not take into account; a. Any allowance for price adjustment during the period of execution of the contract, if provided in the tender
2.24	The procuring entity's evaluation will take into account, in addition to the tender price and the price of incidental services, the following factors; a. Delivery and installation schedule offered in the tender; b. Deviations in payment schedule from the specifications in the special conditions of contract c. The cost of components, mandatory equipment and service; d. The availability after sales service

	for the system offered in the tender; documentary evidence and locations of such back-up must be given
2.30	10% of the contracts sum in form of bank or insurance company both operating in Kenya.

2.24 EVALUATION CRITERIA

Evaluation Criteria

Tenders shall be submitted in a one envelope systems (both Technical and financial Submission) with one original and a copy then sealed with the top bearing the tender number and name and a statement ' DO NOT OPEN BEFORE …….

Preliminary evaluation

Item	Description	Remark
1	Certified copy of Registration certificate or certificate of incorporation	
2	Valid tax compliance certificate	
3	Confidential business questionnaire dully filled, signed and stamped	
4	Evidence of physical registered office(attach either lease agreement, title deed, electricity bill, water bill, rental payment receipts)	
5	Must Submit an original & copy of tender document Properly bound, paginated in the correct sequence and initialized on all pages by authorized personnel.	
6	Audited financial accounts for the last 3 years	
7	Signed and stamped letter of verification not debarred	
8	Delivery schedule	
9	Tender Security of Ksh. 100,000 from a bank recognized by The Central Bank Of Kenya or an Insurance company recognized by PPRA.	

Failure to submit any of the above requirements shall lead to automatic disqualification from further evaluation.

TECHNICAL EVALUATION CRITERIA

ITEM	PARAMETERS	MAX POINTS	SCORE
1	Experience and past performance	15	
	The bidder who has been supplying ERP systems of similar nature/magnitude for the last 10 years will earn 5 marks 1-9 years will earn ½ mark per year	5	
	Four reference from major clients that the bidder has Successfully supplied, installed and deployed ERP systems. (5 marks for each qualifying evidence)	10	
2	Qualification and experience of key personnel	20	
	i. Projectteamleader-5marks The bidder should provide detailed curriculum vitae of the proposed project team leader who has vast experience in ICT sector. The candidate should be registered with a regulating body in country of origin and a holder of a bachelor's degree in IT ‧ Bidders who provide staff with less than 5 years will not be scored ‧ Bidders who provide staff with 5-10 years will score (4 marks) ‧ Bidders who provide staff with 10 years will score (5 marks)		
	ii. Technical staff (15 marks) At least two other technical staff qualified as follows; ‧ Two technical staff with experience in ICT, engineering and holders of bachelor's Degree in ICT with at least 3 years' experience. (each qualifying evidence 7.5 marks, attach CV's)		
3	Financial capability	10	
	The bidder shall provide proof in form of certified audited accounts for the last three years for both local and foreign firms. ‧ A bidder who submit a combined turnover of less than 10 million for the three years will not be scored		

	Unaudited accounts will not be scored neither considered A bidder who submit a combined turnover of more than Kshs.10 million for the last three years will score (10 marks)		
4	Compliance with given specification	30	
	Relevant manufactures software manual for the items in the schedule of requirements and proof of compliance to the given specification shall score (35 marks)		
5	Delivery schedule	10	
	A bidder who offers to deliver, install and deploy the system in 4 months or less will score 10 marks A bidder who offers to deliver, install and deploy the system in more than 4 months but less than 5 months 5 marks A bidder who offers to deliver, install and deploy the system in more than 6 months will score 2 marks		
	TOTAL	100%	

FINANCIAL EVALUATION

The bidders who score 70% and above in technical evaluation will have their financial bids subjected to the following criteria

    Duly filled and signed form of tender
    Price schedules for ERP system
    Price analysis and comparisons
    Maintenance contract after expiry of warranty period

POST QUALIFICATION

    a) Post qualification will be done on the lowest recommended bidders b)
    The criteria for post-qualification will be to:
            Reconfirm the compliance of the offer against the specification
            Reconfirm the past experience of the bidding firms, their location and
            the nature of business
The tender will be awarded to the lowest evaluated bidder

SECTION III: GENERAL CONDITIONS OF CONTRACT

TableofClauses

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4   Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5   Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6   Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7   Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or

waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b)   if the tenderer fails to perform any other obligation(s) under the Contract

(c)   if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17   Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to
0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18   Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international   forum, and/or international arbitration.

3.19   Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV-   TECHNICAL SPECIFICATIONS

4.1   General

4.1.1   These specifications describe the requirements for goods.   Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

4.1.2   Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

4.1.3   All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

4.1.4   The tenderers are requested to present information along with their offers as follows:

(i)   Shortest possible delivery period of each product
(ii)   Information on proper representative and/or workshop for back- up service/repair and maintenance including their names and addresses.

4.2   PARTICULARS
Summary of Technical Requirements

It is expected that the proposed ERP system will either replace or provide integration to all or most of the key existing systems. Further, the ERP System should deliver the following:

   Allow the Authority to properly execute and monitor all its functions in line with its strategies and policies.
   Support centralized corporate resource functions and shared services including finance and accounting, management of human resources, procurement and Project Planning & resource mobilization and customer relations.
   A tested, user friendly and multi-user package which is appropriately sized for the Authority. This will also include a system that has capacity to recognize the scale of operations, technical skills, and can manage infrastructure and resource optimally.
   A system that can be independently managed by the Authority within the shortest time possible from the time of installation.
   A system with capability of automating and providing seamless integration of the various business units in the Authority to improve efficiency and minimize costs.
   A system that provides accurate and timely financial and operational information to enhance decision making for the Authority's Management.
    A system that provides for scalable solutions and supports emerging technologies

   A system that have adequate data entry security controls, validation.
   An intuitive, consistent (within and across modules), well designed user interface that is browser-based

   Automate approval notification via the Company's email systems and hand-held devices (Laptops, IPADs, Tablets, Mobiles etc.)

   Reporting should be user friendly, allowing staff to create and/or obtain reports or to export data with minimal Help Desk Support

    The system should have transaction based customizable API's that can integrate seamlessly with existing application (Creating necessary Interfaces as and when required).

   Provision of a robust audit trails so that in addition to the change log entries which captures changes made directly to the record, changes made using a page/form or report are captured as part of the record.

   Proof of adequate establishment including number and profiles of key personnel

to undertake the assignment. (Attach signed CVs in the format provided in the Technical Proposal). The personnel should have extensive theoretical and practical experience of Integrated Management Information Solutions which should be backed by evidence of relevant training and proof that they have undertaken similar assignments in the last five years.

Provide an adequate and detailed work plan on how the solution will be implemented complete with timelines against each milestone and including training program. The work plan should address all the items in the objectives and the expected deliverables. Supply, installation, configuration, testing and commissioning lead time will be critical.

Experience

The bidder should have been in operation as a service provider and installer of the

Integrated Management Information Systems for a minimum period of Three (3) years (Firms General experience and specific references in the format provided in the Technical Proposal)

GENERAL REQUIREMENTS

The General Requirements provide the basic specifications that the system must possess for it to be operational in the Authority. The requirements listed below will cater for the setup and operation of the Integrated ERP System:

	General Requirements	Priority	Vendors Responses
1	Each module should have a graphical user-friendly interface. Each module MUST have a consistent interaction mechanism with consistent look and feel.	p	
2	The system MUST provide a facility for creation of users and subsequent responsibilities for the maintenance of the users	p	
3	Have an interactive and online help Desk facility.	p	
4	Data validation and error checking facility	p	
5	Ability for the system to set up various parameters that are user	p	
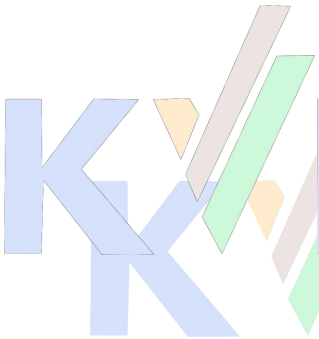
	specific (data classifications, formulas)		
6	Provide for a multi-currency facility transaction processing system across various functions	p	
7	Have a report generator facility allowing for the generation of standard and non-standard reports	p	
	Ability to allow for remote access to the System through a standard web browser, thin client or any other efficient method.	p	
	The system must provide industry standard integration mechanisms to facilitate integration with other systems in KVDA	p	
	The system MUST provide a facility for output/reports to be directed either to a printer, screen or file	p	
	Facility to set and maintain authorization access for data entry, validation, update, inquiry and report production.	p	
	Comprehensive audit trail features including a facility to monitor system usage both online and in hard copy, showing system activity by: User ID; : Application/Module :Terminal : Date/time :Activity (before and after image) and Changes report capturing all the above	p	
	The system MUST have audit trail/log capabilities and allow generation of hard copy management and audit reports	p	

	detailing the transactions, master file changes, and system maintenance activities.		
	Management of reporting options and auto configuration to enable confirmation and that all ledgers are in balance	p	
	Security backup capabilities inbuilt within the system to allow complete file restoration and recovery	p	
	The system should be able to operate entirely or selectively as: A stand- alone application (thick client); A networked application (thin client); Via Web Portals; A combination of the above; and (Server/RDBMS/Client).	p	
	System should support multiple users in concurrent mode.	p	
	Following input, data is immediately available across all modules of the system.	p	
	Multiuser functionality which can be deployed over a Wide Area Network	p	
	Generate standard and customized reports. Automatically refresh when the underlying data is changed.	p	
	Ability to configure the layout of standard reports and including the company's logo on a standard report.	p	
	Generate Alerts, notifications, "Status Flags" for deadlines, meetings and reports or other time related actions	p	
	Ability to easily setup user-defined (ad hoc) reports.	p	
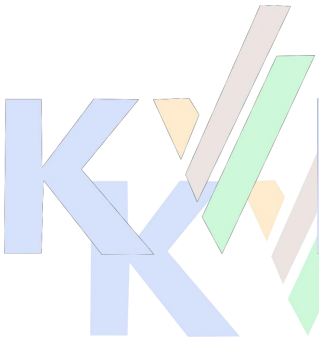
NB: P= represents the importance or priority on an item

SYSTEMFUNCTION REQUIREMENT

Module	Sub- Modules
1. Finance , Accounting & Audit	CHART OF ACCOUNTS AND GENERAL LEDGER
	Maintain alphanumeric account code
	Define Headquarter/Field Station Relationship The system should not allow posting to the Headquarter account.
	Group the accounts by different types (user defined) e.g. assets, current assets, etc
	Reporting requirements as per IPSAS and GOK requirement
	MANAGEMENT ACCOUNTING
	The management accounting function will provide management with information that will support decision making to improve performance of the Organization. This will include the following functionality.
	i) Budgeting. The system will be able to provide capability for budgeting across defined general ledger accounts. It will be able to apportion budgets to periods on a monthly, quarterly and annual basis.
	ii) Costing. The system will be able to collect, record, analyze and summarize costs using defined cost management criteria including cost center accounting
	iii) Activity based costing. The system will be able to identify activities and assign costs of each activity with resources to all services.
	iv) The system will allow mapping of the budget to actual performance and produce comparative reports of the actual and the budget at different levels of reporting as defined in the chart of accounts.
	v) The system will allow capture, recording and tracking of action plans to address variances against the budget lines.
	vi) The system will allow for development and evaluation of "what if" scenarios on the budget.
	vii) The system will allow for budget forecasting based on defined parameters and assumptions.
	viii) The system will allow comparison of budgets and actual performance over varied time periods.

	FINANCIAL ACCOUNTING
	Financial Accounting function will form the core of the system and provide the consolidation and reporting base. The organization uses accrual accounting and will therefore expect the system to fully support accrual accounting. The financial accounting function will have the following features.
	General ledger. The system will have a general ledger with a definitive and scalable chart of accounts that supports the Organization's reporting requirements. The general ledger will have the following distinct classes of accounts (Assets, Liabilities, Capital and owners' equity, Expenses, Income, Contingent Assets and Contingent Liabilities).
	The system should support batch processing transactions and journal auto-reversals
	General Ledger should have the ability to group and process totals of defined account groupings.
	Accounts payable. The system will be able to manage accounts payable by recording the accounts payable from the time when an invoice is received and tracking the invoice status through to approval for payment in the accounts payable sub ledger, carrying out aging of accounts payable.
	The system should allow manual selection of invoices for payment and also categorize payables based on distinct categories defined in the general/sub-ledger.
	Accounts Receivable. The system will be able to manage accounts receivable by recording the accounts receivable at the time when an invoice or billing advice is raised (including various tax IDs and categories) and provide full integration with the general ledger.
	The system will be able to flag out overdue amounts and give an alert for ease in collection.
	The system will be able to provide aging analysis and categorization of accounts receivable as defined in the general ledger.
	Fixed Assets. The system will be able to manage the tangible assets and carry out full accounting for assets. This will include asset register management, depreciation, revaluation, and disposal.
	The system should be able to automate computation of depreciation and posting to the respective General Ledgers
	The system will manage and record information relating to fixed assets in a fixed assets sub ledger.
	Cash management and banking. The system will be able to

	provide the functionality for cash management including collection, handling, and usage of cash.
	The system will provide assessment of market liquidity, cash flow, and investments based on defined parameters.
	The system will provide the broad function of treasury management, money markets and financial instruments.
	The system will provide a check register and capability for automated check management and support bank reconciliation based on defined criteria.
	The system will be able to handle all tax accounting requirements and provide a flexible framework for adjustment of tax parameters as and when the tax regulations change. Allow receipting of non-cash items like the withholding certificates received from clients.
	TREASURY MANAGEMENT
	The system will have capability to support the Treasury function which undertakes a range of tasks including liaising with internal and external stakeholders and ensuring the smooth functioning and value creation of an organization. Specifically, the system will be able to support the following minimum functions under treasury management.
	The system will provide capability for the Organization to trade in the money markets in compliance with the existing laws and regulations.
	The system will allow for definition of different money market instruments as products including standard features of such instruments and specific features at account level.
	The system will have the capability to accrue and recognize interest on money market instruments in accordance with the specific contract terms of each instrument.
	The system will be able to accommodate the tax requirements relating to the money market instruments and provide the necessary accounting over the life of such instruments.
	The system will provide capability for cash management including forecasting cash flow requirements based on defined parameters/criteria.
	The system will be able to provide information through reports that will support the management of financial risk.
	The system will provide capability for managing counterparty relationships.
	Ability of the system to automatically post the accounting entries for the accrued interest/coupon based on the payment dates entered in the system at the time of initial

	investment
	Ability to compute gain/loss upon sale of investments and account as realized gain/loss on investment
	BUDGETING & FUNDS MANAGEMENT
	The proposed system should be able to automate and support the management of the day to day inflow and outflow of funds from the organization. Overall, the following functionality is desirable.
	The system should be able to manage Payments including generation of payment vouchers and petty cash vouchers.
	The system should be able to handle petty cash surrender and manage the accountability of the petty cash account.
	The system should be able to capture all receipts of funds received in the Organization
	The system should be able to handle the complete cycle of accounting for imprest and manages staff imprest accounts based on set policies and procedures.
	The system should be able to manage funds transfer from one bank account to another and seamlessly interface with bank provided internet banking solutions.
	OTHER ACCOUNTING CONTROLS AND REQUIREMENTS
	The system will also have to meet other requirements that relate to standard practice in finance and accounting.
	The system should be able to record, categorize and recognize transactions made by different date values i.e. the transaction date, the value date of the transaction and the system process date.
	The system should be able to maintain work files for transactions in three different states i.e. data that is input but not authorized, data that has been authorized and posted into the system and data that has been archived or moved to history. Therefore, against each account, the system will have the unauthorized data, authorized or live data and history or archived data.
	The system will have a listing functionality that will allow the users to query data from the accounts at varied levels of detail. The system will also have a drill down capability that will enable the user access related data or details to any selected transaction.
	The system will have the capability and option to allow setting of mandatory data fields that must be completed before a transaction is committed.
	The system will have the capability to allow for definition of user specific fields to accommodate data that the users may require in a particular transaction.

	The system will strictly adhere to the double entry rule of accounting and not allow posting of a transaction that does not have a corresponding entry (atomicity).
	The system will allow input of data to general ledger accounts through journals or any other source documents using either online posting or batch posting. In any case, all such transactions will be subject to a work flow of maker, checker and authorizer as appropriate
	The system will allow other modules or subsystems linked to the financial accounting system to post and write data to general ledger accounts based on defined rules.
	The system will maintain a detailed permanent audit trail of all transactions whether system or user generated.
	The will have capability to allow reversal of transactions and in event of such reversal effect the reversal across all affected accounts and maintain permanent history of the reversal.
	The system will have capability to put a time stamp on all transactions identifying the user, the nature of the transaction and the time. It will not allow posting of transactions at database level.
	The system will have capability for definition of standard transaction codes for all types of transactions.
	The system will have capability for development of transaction validation rules that will conform to the Organisation's policies.
	The system will have capability to allow configuration of identified internal controls that conform to international standards and those that are unique to the Organization.
	The system should be able to support audit management (both internal and external) by allowing interfacing of audit tools to the system reporting base
	The system should be able to accommodate the full range of accounting policies, standards and procedures.
AUDIT	The objective of this module is to provide an effective, efficient and user-friendly method of facilitating the audit management function within the Authority in alignment with the information provided in the audit information system. This module will be used to facilitate the Authority's audit process and enable the Authority audit management in areas such as risk assessments, planning, scheduling, and managing audit work papers among others
Detailed Audit Requirements	Access in this module should be both menu and activity based
	Once a transaction is created, a superior user should not be

	able to amend or delete but rather approve. In case there is a need for amendment, it should go back to the creator
	Batch numbers should be automatically generated by the system.
	All incomplete transactions should not be posted or accepted by the system
	Automatically generate reports based on the risk rating of projects. Email notification alerting risk owners of new events and overdue tasks. The system should permit escalation of overdue tasks to the respective risk owners using email notifications.
Annual Planning	Manage the audit operations, contact data, and background information.
	Automatically generate the draft Annual Audit Plan based on the priority rating of risk in the risk assessment function.
	Enable supervisors to review/revise the annual plans and I approve.
	Automatic triggering of the date on which an audit project or assignment should start based upon user-defined criteria
	Capture budget/plan time for each project at the time of planning.
	Automatically create individual audit plans directly from the Annual Audit Plan.
	Capable of assigning specific audit steps to individual audit staff.
	Track the audit progress and work performed by individual audit staff.
	Generate cost budget of the projects
	Capture master list of the Audit Program.
	Ability to report audit vs. non audit time, and comparison to budgeted time
	Capable of approving individual audit staffs hours online.
	Prohibit/restrict time entries after specific audit project closeout.
	Use customized filters and queries to report time like for planning, field audits, report writing, etc
Audit Execution	Access the audit procedures captured in the audit program for the audit
	Capable of recording the audit observations and findings.
	Automatically link the findings to supporting documents and audit procedures
	Assign risk severity level to each finding

	Capture audit procedures to carry out substantive or validation audit tests.
	Capture audit conclusions and recommendations
Audit Follow-Up	Automatically capture the audit recommendations from the Audit Report
	Track and automatically follow up all pending findings
	Track and follow up multiple management responses and by addresses
Security And Authentication	The System should be able to show the detailed log of designated users accessing the Audit module.
	Capability of setting up a comprehensive security profile for each user or groups of users.
	Maintain records of each action taken on items at every step of processing till disposal. There should be a powerful Audit Trail and ability to secure the logs.
	Ensure that closed projects cannot be edited or changed
	Possibility of restricting some users as required by the access rights definitions. These users should not be able to view contents of documents and comments/remarks put by other users.

2. PROCUREMENT, INVENTORY AND ASSET MANAGEMENT

The processes under procurement, inventory and fixed asset management cut across the different functions in the organization. There are internal policies and procedures that govern these processes in addition to the legal framework and international standards. The Organization expects that the proposed system will conform to all applicable laws, regulations and standards. The specific minimum requirements under these functions are as listed here below.

Procurement	The system should be able to automate procurement processes and comply with legal and regulatory requirements governing procurement. The system will be expected to automate procurement in compliance with the Public Procurement and Disposal Act, 2015, Public Procurement Regulations and any other law or regulation that impacts procurement. The system will be expected to provide the following functionality under the procurement function.
Vendor Management	i) The system should be able to allow definition of vendors as customers on the system capturing all
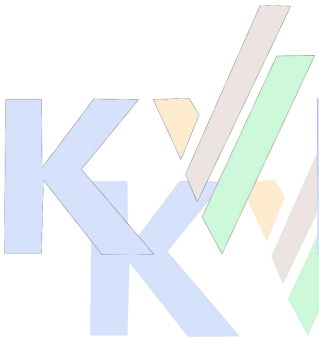
	statutory details pertaining to such vendors. Preferably, the customer information module should allow for classification of customers either as vendors or clients.
	ii) The system should be able to maintain contact information for the vendors and have capability to communicate to vendors automatically through either email or any other form based on defined criteria.
Item Definition	i) The system should allow for definition of all procurable items including goods, services and contracts.
	ii) The system should be capable of linking the defined items to specific suppliers of such goods or services.
	iii) The system should be able to allow for maintenance of indicative market prices against each defined item.
	iv) The system should maintain the history of changes in the indicative market prices.
	v) The system should be able to analyze completed procurement against the set indicative prices and provide a report of deviations.
Procurement Planning	i) The system should have capability for procurement planning including definition of timelines and costs.
	ii) The system should be able to link the procurement planning to budgets against defined budget lines.
	iii) The system should have a provision for definition of vote owners and be able to prompt the vote owners on specific planned procurement in accordance with defined parameters.
	iv) The system should be able to give reports on the rate of implementation of the procurement plan.
	v) The system should have capability to allow for definition of procurement not initially provided for in the procurement plan through a defined approval procedure.
	vi) The system should only allow procurement of items provided for in the procurement plan.
	vii) The procurement plan should be subjected to the normal approval phases as provided by the applicable laws and regulations.

	viii)	The system should allow for rescheduling of procurement in the plan with clear explanatory notes on the reasons for rescheduling.
Procurement Cycle		The system should be capable of supporting procurement requisition by the users of different goods and services.
		The system should allow for the approval of procurement requisition as per defined mandates.
		The system should be able to provide for the different methods of procurement as determined by the law and the procurement plan (request for quotation, request for proposal, direct procurement etc.)
		The system should be able to link the procurement requisition to vendors of the requested items in the system.
		The system should be able to link the procurement requisition to the tender document for the said procurement.
		The system should be able to send requests for quotations to the linked suppliers.
		The system should allow for capturing of supplier quotes for the different procurement methods.
		The system should allow uploading and management of quotations, bids and tender documents and the tracking of the selection process.
		The system should have capability to perform bid analysis and allow for evaluation of quotations from the suppliers.
		The system should be able to generate purchase orders from the analyzed bids.
		The system should be able to link the purchase order to contracts where applicable
		The system should allow creation of purchase requisitions, identification of goods and services to be procured based on the procurement plan created by the user departments and approval of these requisitions by the appropriate officers.
		The system should have capability to receive goods and services and match the delivery note to the procurement requisition, the tender documents and the purchase orders.

	The system should allow for capturing of supplier invoices and match the supplier invoices to the delivery notes and other related procurement documents.

The system should be able to record, identify and handle taxes as applicable to the invoices.

The system should be able to link to the financial management function for payment of invoices.

The system should be able to recognize applicable credit and payment terms.

The system should be able to provide an analysis of supplier invoices indicating the due dates based on the defined terms of payment.

The system should be able to raise purchase credit memos to adjust invoices either partially or in full. |
| Contract Management | The system should be able to manage all procurement contracts lifecycle from including the request, author, negotiation, execution, compliance and renewal.

The system should provide capability to review all contract related milestones in a calendar and give automated alerts for important tasks.

The system should be able to give analysis of contracts awarded in any given period by vendor and type of goods or services. |
| InventoryManagement | The system should have capability for stores management complete with definition of stores items, items register and item costing.

The system should allow for classification of procured items into different categories such as fixed assets or consumables.

The system should be able to update the inventory lists for items received.

The system should with provide users with item availability insights and stock levels and allows users to request inventory items from the stores and such requests should be approved as applicable.

The system should have capability to define reorder levels for inventory items.

The system should be able to monitor the reorder |

	and notify the procurement officers when such reorder levels are reached.

For common user items, the system should be able to generate the procurement requisition when the reorder level is reached.

The system should be able to provide inventory costs for items held in the stores.

The system should be able to automate all activities involved in receiving goods provided by the supplier, from the delivery and receipt of goods, inspection and acceptance process to recording the goods receipt in the system.

The system should support the return of delivered goods to the supplier if they fail to meet the inspection criteria and specifications.

The system should allow issuance of a temporary goods received note (GRN) for goods that have been received but have not yet been inspected and will only issue a receipt voucher for the goods once they have been inspected and accepted.

The system should support multiple deliveries against single LPO/LSO. After the goods have been successfully accepted in the store, the inventory levels should be updated in the system. Procured items coded as assets should automatically update in the fixed assets register.

The system should support physical inventory counts and reconciliation of stores items.

The system should have capability for item tracking using serial numbers, batch numbers, date of procurement etc. as applicable.

The system should be able to handle any items returned to the suppliers.

The system should be able to generate automatic email alerts to the procurement officer on stock levels. |
| FixedAssetsManagement | i) The system should provide a comprehensive asset management throughout the life span of the asset from acquisition to disposal.

ii) The system should allow for definition of different asset classes in compliance with applicable accounting standards. |

	iii) The system should have capability to provide a unique identifier to each asset premised on the asset class and category.
	iv) The system should be able to record the asset's cost information.
	v) The system should be able to track depreciation on fixed assets.
	vi) The system should be able to record the asset's physical information, e.g. model, serial number, specs, manufacturer etc.
	vii) The system should be able to record and update the people who have custody of the asset at any point in time.
	viii) The system should be able to provide a chain of custody for the asset throughout its life.
	ix) The system should be able to attach the contractual details of the asset, including lease, software agreements etc.
	x) The system should be able to provide information any time on where the asset is located physically and organizationally.
	xi) The system should be able to record information on maintenance of assets and provide alert on maintenance schedule.
	xii) The system should be able to connect with barcode readers to update the asset audit information.
	xiii) The system should be able to provide an exhaustive list of asset disposal options, including reuse and redeployment, resell, and recycle.
	xiv) The system should be able to connect with network auto discovery tools to constantly reconcile with asset inventory database.
	xv) The system should be able to provide customized reports as defined by the users.
	xvi) The system should have capability to connect with asset tracking devices.
	The system should be able to integrate with the financial reporting system.

3. HUMAN RESOURCE MANAGEMENT

Human Resource Management is a critical function in the operations of KVDA. The system is expected to provide a platform for human resource management that seamlessly integrates with the other functions.

The system should be able to meet laws and regulations of Republic of Kenya. Including but not limited to working hours, leave requirements, taxes, employee relations and others (Labor Laws) The system will be expected to automate the full cycle of HR management from recruitment to separation. Most specifically, the system will be expected to meet the following minimum requirements.

Employee & Organizational Information	Ability to maintain key employee and organizational information for personnel and payroll
	Organization structures and organograms
	Employee Bio Data information (name, passport details, dependents, address, qualifications, Photographs, position, etc.)
	Employee history
	tax & bank related details
Recruitment and Onboarding	The system should be able to automate the recruitment process through the following functionalities
	The system should allow for definition of a complete organization structure and establishment.
	The system should allow recording of job description and other specifications for each position on the organization structure.
	The system should allow for easy posting of job vacancies online i.e. on social media, corporate website and any other appropriate forum.
	The system should have an easy and interactive application portal for interested applicants
	The system should allow for online assessment tests.
	The system should be able to create employee application form and employee record audit form for all applicants and keep those document records on document management system.
	The system should have capability to filter applications based on predefined criteria.
	The system should be capable of setting up applicant interviews
	The system should have capability to generate offer letters based on customized templates.
	The system should be able to accommodate appointment letter, probation form, medical examination form, referees details.
	The system should be able to send a trigger for confirmation after six months' probation period.
	The system should be able to transfer the basic information from the recruitment process to the employee file when the

	recruitment decision is made.
	The system should be able to create Employee Application Form and Employee Record Audit Form for all applicants and keep those document records on document management system.
	The system should be able to send regret letters to unsuccessful applicants based on customized templates
EmployeeDataManagement	The system should be able to record detailed employee static data as defined by the users.
	The system should allow for easy access, organization, review and update of employee records.
	The system should be able to store career progression history
PerformanceManagement	The system should allow for setting of performance targets for employees.
	The system should be able to link individual employee targets to those of their supervisors and ultimately to the goals/objectives of the Organization.
	The system should have capability for setting of tasks and goals for staff.
	The system should allow individual staff to update the accomplishment status of their tasks, activities and goals.
	The system should provide monitoring dashboard with varied levels of detail.
	The system should provide performance appraisal capability where employees can fill out appraisal forms online.
	The system should allow the supervisor to review the employee self-appraisal, make remarks and escalate the appraisal to the management committee.
	The system should be able to produce a final appraisal report inform of a letter communicating final results that shows employee performance against set targets.
	The system should have an appeal option within seven days after the results are given.
	The system should give final results after appeal
	The system should allow for appraisal intervals to be defined by the users with unlimited frequency.
	The system should allow for review of employee targets after appraisal.
	The system should maintain a history of any changes in employee targets.
	The system should be capable of supporting different performance appraisal methods including the 360 degree appraisal form.

LeaveManagement	Ability to maintain leave records of all employees including leave types, rates, history due dates etc.
	The system should allow configuration of the leave request and approval process as per the Organisation's policy.
	The system should be capable of managing leave as per the Organisation's policy and in compliance with applicable laws and regulations.
	The system should be able to accrue leave days for employees based on the defined policy.
	The system should be able to provide detailed leave utilization schedules per employee, department and for the entire organization.
	The system should allow for definition and recognize both recurring and non-recurring holidays.
	The system should allow for definition of different types of leave.
	The system should allow linking of different leave types to different employee categories as applicable.
	The system should allow for leave cancellation or recall of employees on leave.
	The system should be able to support a leave plan for all employees and through analysis ensure optimal allocation of leave schedules.
	The system should have controls that will ensure tracking of any changes made to the leave schedules, leave accruals and approval of leave.
	The system should not allow staff to edit their leave applications after submission.
	The system should escalate leave requests not approved by Supervisor within five (5) days to the HR & Admin Manager.
	The system should allow Leave allowance application.
TrainingManagement	The system should be able to maintain a training calendar based on Training Needs Analysis.
	The system should be able to maintain employee training records
	The system should be able to link the training requests to the vendors defined in the procurement module.
	The system should be able to provide a mechanism for employee and supervisor evaluation of effectiveness of training.
	The system should allow employees to capture

	information relating to training for purposes of sharing with other employees.
	The system should be able to link to a knowledge management system to allow staff to upload the training content/ presentations
	The system should be able to produce reports on trainings done against the training needs analysis.
	The system should be able to allow staff to apply for training programs online.
	The system should restrict staff from applying for further training programs before submitting evaluation reports for previous training program
Termination	Ability to block salary entries, block and recover loans, block medical aid details, block pension details, create termination checklist, create exit interview questionnaire, check for any outstanding comments, and calculate final payment
Re-Engagement	Ability to re-engage a terminated employee. Enable an I employee who was previously terminated to be reengaged with a new start date.
Re-Instatement	Re-instate a terminated employee (with a continuation of the old date). This enables an employee who was previously terminated to be re-engaged with a start date (reversal of termination)
ReportingFeatures	Ability to generate, edit and customize Human Resource related reports, including the following; please provide a list of reports
	-Registers i.e. employee register, employee details ,register, deduction listing, and allowance listing; -Payroll reports i.e. payroll calculation, coinage, pay slips, gross pay analysis, gross and net pay summaries; -Ability to customize reports to fit user needs - Importing and Exporting of the report into another P applications like MS Word, Excel, Adobe Acrobat, and Email
Competency Management	The system should be able to assist in Competency management of the staff.
Absence Management	The system should be able to Assist in management of absent staff.
Pension Management	The system should be able to Assist in management staff pension.
Insurance Management	The system should be able to Assist in management staff insurance scheme.
Succession management	The system should be able to Assist in succession management.
Compensation Management	The system should be able to Assist in compensation management for all staff.
Payro lManagement	The system should have capability for defining of different payroll items as per policy i.e. definition of allowances and

	deductions.
	The system should be able to compute monthly pay in accordance with the company policy and applicable laws.
	The system should be able to compute the applicable taxes based on the prevailing guidelines.
	The system should be able to manage other statutory deduction as defined from time to time.
	The system should be able to map the different payroll transactions to corresponding accounts in the general ledger.
	The system should be able to maintain all statutory reports required by law e.g. P9 forms and other returns.
	The system should have capability to allow for separation of duties in the payroll processing (separate the payroll processing and payment processes).
	The system should have workflow that allows the configuration of the payroll process as per the existing approval mechanism.
	The system should be able to support both salary based payment and wage based payments.
	The system should be able to support multiple pay frequencies definable by the users

4. IT Administration Module:

Security Administration	The system should enable the management of overall security
Help desk	The system should be able to help desk support services
System Administration	The system should facilitate administration of User and Role Administration
Database Management	The system should set a clear database management
User-specific setup creation, assignment and working with user profiles	The system should facilitate User-specific setup creation, assignment and working with user profiles
Reporting	The system should provide for reports

5.Crop Management Module

Crop management	The crop management system should help KVDA streamline and monitor all crop-related activities i.e. (tilling, planting, pest detection and control, irrigation, fertilization, harvesting and shipping of crop products)
Farm inputs	The system should keep Track and record farm inputs and keep data on food safety
Weather monitoring	The system should help in Weather monitoring practices

Labour and resource	The system should enable labour and resource tracking i.e. (working hours, employee records, pay schedule and allocate machinery)
Produce reports	The system should be able to produce crop management reports

6. Livestock Management Module

Animal and health records	The system should be able to keep animal and health records
Inseminations	The system should be able to keep animal Inseminations
Milking and feed rations	The system should be able to keep milking and feed rations
Livestock records	The system should be able to keep Livestock records
Weight analysis	should be able to facilitate livestock weight analysis
Livestock traceability and identification	The system should be able to trace and identify Livestock
Pasture and location management	The system should be able to keep animal and health records

7. Production and manufacturing module

Bill of materials	The system should be able to facilitate bill of materials details entry.
Scheduling	The system should be able to schedule production processes
Ordering and handling	The system should be able perform ordering and handling details
Machine allocation	The system should be able perform machine allocation
Demand forecasting	The system should be able perform demand and forecasting
Manufacturing costing	The system should be able perform manufacturing costing
Capacity requirements planning	The system should be able facilitate Capacity requirements planning

Automated Data collection system	The system should be able perform Automated Data collection.

8. Corporate communications Customer relationship management

Contact Management and Classification	The system should be able to perform Contact Management and Classification of stakeholders
Task management	The system should be able to offer management of public relation tasks
Campaign Management	The system should be able to provide for
Opportunity Management	The system should be able to provide for Opportunity Management
Complains Handling interaction/Document Management	The system should be able to provide for complains handling interaction/document management
Mail logging for MS Exchange	The system should be able to provide for mail logging for ms exchange
Collaboration Management	The system should be able to provide for collaboration management

9. Legal case management module

Litigations	The system should be able to capture litigation requirements
Compliance	
Contracts and agreements	The system should be able to capture Contracts and agreements
Case schedules and calendar reminder	The system should be able to capture case schedules and calendar reminders
Reports	The system should provide accurate reports for cases

10. Business/ Revenue Management Module

Sales of products from production centres	The system should be able to capture sales products from production centres
Products requisitions from	The system should be able to capture requisitions from shops

shops	
Farmers contracts management	The system should be able to capture farmers contracts management
Stock reconciliation	The system should be able to perform stock reconciliation

11. Administration Management Module

Assets management	The system should be able to capture asset details
Work environment management	The system should be able to capture work environment management details
Staff welfare management	The system should be able to capture Staff welfare management details
Utilities management	The system should be able to capture Utilities management
Land rates compliance	The system should be able to capture Land rates compliance details
Premise and property management	The system should be able to capture Premise and property management details

12. Data Visualization Module

Data Visualization and business Intelligence	The System should have business analytics tools that give deeper insights into your data throughout the Authority by producing graphics and charts for use in dashboards to generate reports from ERP data accrued with time.

13. Project Management Module

	KVDA undertakes projects from time to time and desires a solution that would help manage projects using industry best practice. In this regard, the proposed system should have functionality for project management which will include the following features as a minimum. i) The system should allow for definition of both internal and external projects. ii) The system should allow for definition of resources and jobs relating to a particular project. iii) The system should allow for budgeting and cost tracking relating to the management of project finances. iv) The system should have capability for planning and scheduling project activities.

	v) The system should have capability to capture details of project initiation preliminaries including key approvals, feasibility studies, EIA reports etc.
	vi) The system should be able to support different project management methods such as the PERT, Critical Path etc.
	vii) The system should provide functionality for determining resource requirements and tracking resource usage.
	viii) The system should be able to do project accounting and tracking of results for each defined project.
	ix) The system should be able to provide analysis of the project implementation showing time and resource overruns or underruns.
	x) The system should allow for definition of project teams and allow team collaboration on projects.
	xi) The system should allow for a shared calendar among team members working on a project.
	xii) The system should allow for collaboration on projects through sharing of data, documents and communication.
	xiii) The system should allow recording of project challenges and have capability to link this information to the knowledge management system

DOCUMENT MANAGEMENT

The various processes defined within the Organisation will generate documents and also use documents from external origins. The Organisation is therefore desirous of a document management system with the following minimum features.

Document Input

i) The system should have capability for document input from multiple input devices including scanners, Email, Manual Upload, Bulk Upload, Automated Process for Mass Uploading, Mobile Applications, Web Services soft copy etc.

ii) The system should have capability for document indexing based on a defined file index structure business processes.

iii) The system should support different types of indices and should index all documents.

iv) The system should have capability for custom automatic Document Numbering. v)
The system should have capability for Content recognition and indexing.

Document Indexing

i)   The system should be able to Index Meta Data and all revisions. ii) The system should have OCR capability in different languages. iii)   The system should support supports innumerable formats.

iv)   The system should have extendable Meta data fields.

Document Search

i)   The system should have capability for simple document search. ii) The system should provide Safe and Powerful search.

iii)   The system should be able to search on Document content and Meta data. iv) The system should have Advanced search on all document attributes

v)   The system should have Scalable Document Search Engine.

Document Processing

i)   The system should have capability for document processing involving the conversion of typed and handwritten text on paper-based and electronic documents (e.g., scanned image of a document) into electronic information utilizing one of, or a combination of, Intelligent Character Recognition (ICR), Optical Character Recognition (OCR) and experienced Data Entry Clerks.

ii)   The system should allow creation of Documents using Templates iii) The system should link Document to records in System.

iv)   The system should link to ERP/ CRM system.

v)   The system should allow for Forward, Move, and Share Documents. vi) The system should allow for Emailing of Documents.

vii)   The system should allow revision of documents and track such revisions.

viii)   The system should have an inbuilt Document Editors for various file types.

ix)   The system should have capability for Check-In and Check-out of documents.

Work flow Automation

i)   The system should have inbuilt enterprise level Business Process Management and Work flow Automation that automatically routes the documents to their destination.

ii)   The system should support rule based processing on incoming documents. iii) The system should allow setup of individual rules and document actions. iv)   The system should have both and automatic and manual work flow.

v)   The system should have document routing capability.

vi)   The system should support Business Process Modeling with Customized Windows, Reports.

vii)   The system should allow configuration of multi-level approvals.

viii)   The system should allow automatic creation of records based on documents. ix) The system should have capability to update records based on documents.

Document Security
    i)   The system should have a high level of documents encryption and role based access.
    ii)   The system should have a comprehensive Audit Trail. iii)
The system should allow definition of Users and Roles. iv)   The
system should support Advanced Access rights.
    v)   The system should Encrypt Documents on file system.
    vi)   The system should index all revisions. vii)
The system should supports SSL.

User Dashboard

    viii)   The system user interface should be simple and easy to navigate. ix)
The interface should have a Work flow Inbox.
    x)   The interface should have a Document inbox.
    xi)   The interface should have alerts and Notifications. xii)
The interface should have a reporting Dashboard. xiii)   The
interface should have follow-ups and Chat.
    xiv)   The interface should have inbuilt Calendar, Email, SMS.

Customization

    xv)   The system should provide a certain level of customization.
    xvi) The system should allow users to create customized Windows and Records. xvii)
The system should allow users to generate Custom Fields and Reports
    xviii) The system should allow users to add custom Document Attributes
    xix)   The system should allow users to describe custom workflow
    xx)   The system should allow users to create Custom Dashboard Reports.

SYSTEM ADMINISTRATION
FUNCTIONS.

The Organization expects that all the proposed system modules and sub-modules will be integrated and if required, will also integrate the ERP with all the existing systems that the organization will identify.
General

The system should be web-based

It should modernize and transforms decision making processes that are undertaken to ensure smooth running of the Organisation's business.

The Organisation expects a system that will replace the legacy manual based processes with modern secure ICT based processes. It should therefore,

encompass and retain the best elements of the existing systems while facilitating new efficiency and enhanced features made possible by technology.

The system should be accessible via the internet as well as on mobile devices. It must be accessed through all browsers.

System user administration

The solution should provide administrators with capabilities to define user roles and profiles in order to grant access privilege to only the authorized users. This is to ensure documents are handled with the highest security levels and that only the right people have the right access level to the right information.

System integration

The system should be capable of integrating with relevant existing systems and allow for future systems to be integrated. Minimum integration features should include;

Full email integration (Mail to Service Request)

Active Directory and API integration

Integration with different Databases e.g. Oracle, MySQL or MSSQL

IIS/Apache web server integration

Support for multiple server platforms (Windows / Unix / Linux / Mac)

Support for multiple server Client / Agent Platform (Windows / Linux / Mac)

Integration with the Active Directory - Single sign-on

Integration with Event logs

Administration

Unlimited number of Administrators

Unlimited number of End users

Flexible User Administration –Role based access control

Multi-Organization support

Backup, Restoreand Data Archiving Capabilities

The system should provide tools for backup and restore facilities.

The system should allow archiving of old, unused data to improve system performance.

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.

Reporting capabilities

The system should provide for Ad-hoc and customizable reporting tools that allow users to define the kind of report they want through queries that mine data from different databases.

The system should provide predefined commonly/frequently requested reports as will be defined by the Organisation

The system should be able to generate detailed reports about the system performance & metrics.

The system should allow for exporting reports in various formats

The system should allow for Basic and Advanced reporting

The system should be able to support generation of reports and get a quick glance of all the activities

Robust Search Capabilities

The system should possess a search feature that will enable users to quickly locate information whenever it is required. Users should be able to search for any content that is stored in the system by creating searches based on content properties/metadata.

Alerts and notifications

The system should be able to send emails and receive auto generated alerts/SMS to specific individuals whenever they need to be notified of an action.

Audit Trail and System Logs

The solution should be able to maintain audit log reports that will help determine who has accessed the system, what the person has accessed and what actions the person has done. The administrators will be able to sort, filter, and analyze this data.

Dynamic dashboards relevant to each user

Each user should be able to access a personalized dashboard that will consolidate 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. The system should have the following minimum capabilities under this functionality.

Executive dashboards that deliver relevant, easily understood real-time data to senior management, enabling faster and better decision-making whilst lowering response times to internal and external events.

The system should be able to perform "What if" analysis that allows the Organisation to assess the potential effects of critical business decision before they are actually made.

The system should allow users to use existing data to formulate strategies to achieve business targets.

- o The system should have interactive reports that help users convert data into knowledge.
- o The user should be able to drill down and through reports, conduct slice and dice OLAP (online analytical processing) analysis.
- o The users should be able to apply analysis such as moving averages and regression to highlight trends in data.
- o The user should be able to use time-series zooming to scan large data sets to understand anomalies in their data.
- o The user should be able to use conditional formatting to set data alerts which highlight data exceptions.

Documentation

The solution should have all the documentation required for its operations and maintenance. These incudes but not limited to the following:-

- o Design document/technical manuals
- o Operational manual/Users' guide
- o Guidelines for using the solution
- o Administration manuals

However these documentation must completely meet the user's scope of operations and need for reference to backstop any difficulty in use of the ERP

Security

- o The system should offer a Single Sign On using active Directory Authentication
- o The Login, password and user settings should be limited to administrator role
- o The system should have different confidentiality settings for groups and individuals
- o The system should have different levels of confidentiality for different groups
- o Authentication of users should be against the Active Directory
- o The system should have Secure Socket Layer (SSL) support
- o The system should have database level security separate from the application level security.

Licenses and Support services

The system supplier should offer the following;

An almost ready-to-use installation. The Organisation will allow for very few customizations.

Personal support at the Organisation premises within 24 hours (Monday to Friday) on demand

Service Management services 24/7

Description of the Licensing mode of the software

Maintenance (corrective) and upgrades to available new versions

Availability

- o The system should be designed to remove all single points of failure.
- o The system should provide the ability to recover from failures, thus protecting against many multiple component failures.

Scalability

The system should be a highly scalable solution, which is designed in a scale up/out model at each layer. This will provide the model for future growth.

Training

All the users of the system should be trained to be able to use the system depending on their levels of authorization.

The solution provider should conduct several trainings for the organization staff for a smooth transition. A training plan should be submitted and the trainings should include but not limited to the following areas:

- Development Tools training (including security tools)
- Starter training
- Administration (database, system, and other infrastructure)
- Performance enhancements, trouble shooting and fine tuning
- Application training – All users
- Solution walk-through with code /programs walk-through –technical and administrators of the system training
- Package configuration for development/ administration for technical staff
- Work flow approvers/ originators training
- Document management users training

Data Migration

This will involve migration of data and synchronization from existing systems to new system.

- The system should have an easy way of moving data from current applications and manual records to the new system.
- The system provider should co-ordinate with existing system administrators to ensure smooth data archival, backup and replication.
- Responsibility of ensuring data synchronization lies with the system provider.

Warranty

- The system should have a 1 year warranty.
- An uptime of more than 99% has to be ensured for the system.
- During warranty period besides, all software upgrade, bugs/ patches and services shall be provided free of cost.
- Warranty period conditions;
- The vendor should provide a status report every six months through e-mail to the

Organisation about the support related complaints lodged by different users.

The vendor should provide helpdesk support services through telephone/e-mail where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he/she should be able to track the action taken on his complaint through a support portal. The Project Manager should maintain the list of trouble tickets being opened and closed.

Any failure should be rectified within maximum period of two working days.

Any system module failing at least three times in three months, displaying chronic system design or quality control problem should be totally replaced by the provider at his cost and risk within 30 days.

System preventive maintenance and fine-tuning the performance of the system besides regular service calls should be carried out every 6 months during the warranty period.

On completion of the Warranty period, the Organisation has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.

Handover

The system provider should ensure security of the source code through escrow arrangements and train the technical staff to be able to trouble shoot, add new features and parameters in the backend and perform any adjustment to the system as and when required.

ERP FINANCIAL PROPOSAL

The Authority 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.

    IV.   Vendors shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

In presenting software license fees, the Bidders shall explain all factors that could affect licensing fees: -

    I.   Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.)

    II.   Indicate which product versions, operating platform(s), and machine classes are included for each price;

III. Indicate whether a product is for "server" or "client," as applicable.

IV. Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

V. The Authority prefers that Bidders provide separate prices for each item in the proposed solution

VI. The Authority reserves the right to pursue direct purchase of all items and service proposed

5.0 SECTION V - SCHEDULE OF REQUIREMENTS

5.1 Implementation Cost (One Off)

Table 25: Implementation cost

No	Description	Unit	No	Amount (Kshs) VAT Inclusive
1.	Implementation of ERP Modules for 3yr period phases.			
	Phase 1 - Finance, Accounting & Audit - Procurement, Inventory And Asset Management - Human Resource Management - IT Administration Module - Business/ Revenue Management Module	No	5	
	Phase 2 - Administration Management Module - Project Management Module - Production and manufacturing module - Corporate communications Customer	No	4	
	Phase 3 - Crop Management Module - Livestock Management Module relationship management - Legal case management module - Data Visualization Module	No	4	
2.	# Infrastructure Setup Refer Section 5.3 INFRASTRUCTURE EQUIREMENTS for Specifications to guide the pricing	No		

	i. Network Equipment ii. Storage Equipment iii. Server iv. Security equipment v. Client machines			
3.	Training(System administrators, super users and end users)	No	12	
4.	Data Migration	No	1	
5.	Any other ERP add-ons or License(s) to activate all functionalities specified in this bid(Specify if Applicable)	No		

5.3 INFRASTRUCTURE REQUIREMENTS

The implementation will revolve around the below categories of hardware specification. These specs include : -

- Network Equipment
- Storage Requirements
- Server specifications
- Security equipment and specifications
- Client machines Specification

5.3.1 Network Equipment

Line Number	Preferred Model	Description	Product	Qty	Model (Bidders to indicate the model they wish to supply)	Delivery Schedule	Bidder's Response (Indicate Compliance or non-compliance to specifications)	Unit Price (Inclusive of VAT)
1.0		Cisco ONE Nexus 31108-VXLAN, 48 x	Cisco Nexus 3000 Series	1				
1.0.1	CON-SSSNT-C1N3KTCV	SOLN SUPP 8X5XNBD Cisco ONE Nexus 31108-VXLAN, 48 x 10GT a	SSSNT	1				
1.1	N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	Cisco Nexus	1				
1.2	NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow	3000 Series Cisco Nexus	4				
1.3	NXOS-9.2.2	Nexus 9500, 9300, 3000 Base NX-OS	3500 Series Cisco Nexus	1				

		Software Rel 9.2.2 Cisco ONE Foundation Perpetual	3000 Series					
1.4	C1F1PNEX30001K9	Nexus	Cisco Nexus	1				
1.4.0.1	CON-ECMUS-C1F1PX31	3000 SOLN SUPP SWSS Cisco ONE	3000 Series ECMUS	1				
		Foundation Perpetual Nexus 3000						
		Cisco ONE DCNM for LAN Advanced						
1.5	C1-DCL-N3K-K9	Edt.	Cisco Nexus	1				
1.6	C1-NDB-SWT-K9	for Nexus 3000 Cisco ONE Tap/SPAN Agg lic for 1 Cisco	3000 Series N/A	1				
1.7	N3K-LAN1K9	Nexus Switch Nexus 3000 XF LAN Enterprise License	Cisco Nexus	1				
1.7.0.1	CON-ECMUS-N3KALAN1	SOLN SUPP SWSS Nexus 3000 XF LAN	3000 Series ECMUS	1				
		Enterprise License						

1.8	NXA-PAC-650W-PE	Nexus NEBs AC 650W PSU - Port Side	Cisco Nexus	2				
		Exhaust	3000 Series					
1.9	CAB-9K10A-UK	Power Cord, 250VAC 10A BS1363 Plug	Cisco Nexus	2				
		(13 A fuse), UK	5000 Series					

5.3.2 Storage Requirements

Preferred Specifications - Server Model PowerFlex R640 - Compute, Storage and Memory (per Node)

IntelTM XeonTM Scalable Gen 1 and Gen 2 Processors (Preferred Model)		Quantity	Model (Bidders to indicate the model they wish to supply)	Delivery Schedule	Bidder's Response (Indicate **Compliance** or non-compliance to specifications)	Unit Price (Inclusive of VAT)
CPU sockets	Dual					
CPU cores	8 – 56					
CPU frequency	1.9 GHz – 3.8 GHz					
RAM*	96 GB – 3072 GB					

All flash storage	960 GB – 7.68 TB SAS, or 480 GB – 3.84 TB SATA or 1 TB – 6.4 TB NVMe** 1.92 TB – 61.44 TB SAS or 1.92 TB – 30.7 TB SATA 1.92 TB – 153.6 TB SAS or 1.92 TB – 76.8 TB SATA				
Drive bays	10 x 2.5"				
NVDIMM + RDIMM Support	Yes**				
Boot/OS solution	1x 240GBSATA M.2 "BOSS"				
GPU Options	n/a				
Node network connectivity	Intel X710/I350 NDC Intel X710 Mellanox CX4 NDC Mellanox CX4 Mellanox CX5				
Management port	iDRAC 9 Out of Band Management				
PowerFlex Clustering, Scaling and Management					
Min Nodes Per Cluster (integrated rack, Two Layer Configuration)	4 Storage Only Nodes Minimum (6 or more recommended), 3 Compute Only Nodes				
Max Nodes Per Cluster (integrated rack, HCI Configuration)	4 HCI Nodes minimum (6 or more recommended)				
Min Nodes Per Cluster (appliance, Two Layer Configuration)	4 Storage Only Nodes Minimum, 3 Compute Only Nodes, Note:				

Max Nodes Per Cluster (appliance, HCI Configuration)	4 HCI Nodes minimum*				
Scaling Increments	1 Node (HCI, Compute Only or Storage Only)**				
PowerFlex Manager Management Node Requirements***	PowerFlex Manager: • 8 vCPU, 32G RAM, 200GB disk space minimum PowerFlex Gateway: 2 vCPU, • 4GB, (These can reside on physical servers or as VMs)				
Networking (per node)					
Appliance Connectivity*	4x10/25 GbE SFP28 or 4x10 GbE RJ45				
Management Ports	2x 1GbE (via rNDC)				
Power and Dimensions					
High-efficiency dual redundant PSU*	1100W -48V DC 750W 100 - 240V AC 1100W 100V – 240V AC 1600W 100V – 240V AC				
Redundant cooling fans	8				
Physical dimensions	42.8mm/1.68in H 434.0mm/17.09in W 733.82mm/29.61in D 21.9kg/48.28lb				
Environmental and Certifications					
Ambient operating temperature	10°C to 30°C 50°F to 86°F				
Storage temperature range	-40°C to +65°C -40°F to +149°F				
Operating relative humidity	10% to 80% (non-condensing)				

Operating altitude with no deratings	3048m approx. 10,000 ft					

5.3.4 Server Specifications

Technical Specs and Customization of Power Edge R940 Rack Server

Technical Specs		Qty	Model (Bidders to indicate the model they wish to supply)	Delivery Schedule	Bidder's Response (Indicate Compliance or non-compliance to specifications)	Unit Price (Inclusive of VAT)
Base	PowerEdge R940 Server					
Trusted Platform Module	Trusted Platform Module 2.0					
Chassis	2.5" Chassis with up to 24 Hard Drives					
Regulatory	PowerEdge R940 CE and BIS Marking, No CCC Marking					
Processor	2x Intel® Xeon® Platinum 8280L 2.7G, 28C/56T, 10.4GT/s, 38.5M Cache, Turbo, HT (205W) DDR4-2933					
Additional Processor	2x Intel® Xeon® Platinum 8280L 2.7G, 28C/56T, 10.4GT/s, 38.5M Cache, Turbo, HT (205W) DDR4-					

	2933				
Processor Thermal Configuration	4 CPU Heatsink, 3UPI				
Memory DIMM Type and Speed	2666MT/s RDIMMs				
Memory Configuration Type	Performance Optimized				
Memory	8GB RDIMM, 2666MT/s, Single Rank				
RAID	C1, No RAID for HDDs/SSDs (Mixed Drive Types Allowed)				
RAID/Internal Storage Controllers	PERC H330 RAID Controller, Adapter, Full Height				
Hard Drive	SATA SSD : 480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD, 2628 TBW				
	SAS SSD: 7.68TB SSD SAS Read Intensive 12Gbps 512e 2.5in Hot-plug Drive, PM1643, 1 DWPD, 14,016 TBW				
	SATA: 2TB 7.2K RPM SATA 6Gbps 512n 2.5in Hot-plug Hard Drive				
Boot	BOSS controller card +				

Optimized Storage Cards	with 1 M.2 Sticks 240G (No RAID),FH				
Operating System	To support minimum: • Red Hat Enterprise Linux Non Factory Install,x64,Req Lic&Sub Selection				
Licences	Red Hat Enterprise Linux for HPC Head Node, Premium(Physical or Virtual Nodes,L3-only) 3yr • Microsoft Windows Server 64 bit 2016, or later • Ubuntu OS Version 18 or Later Linux x86-64 (SLES 11, SLES 10, RHEL 7, or later				
Embedded Systems Management	iDRAC9 Datacenter x4				
Group Manager	iDRAC Group Manager, Enabled				
iDRAC Systems Management Options	iDRAC management traffic over shared LOM				
Network Daughter Card	Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC				
Optics & Cables for	SFP+ SR Optic, 10GbE, for Intel X520				

Network Cards	only				
Fibre Channel Adapters	Dell Recommended Emulex LPE 31002 Dual Port 16GB Fibre Channel HBA, PCIe Full Height				
NVMe and PCIe Storage Adapters	SAS 12Gbps HBA External Controller				
IDSDM and VFlash Card Reader	VFlash Card Reader with 16GB Vflash SD card				
Additional Software	OpenManage Integration for VMware vCenter - 1 host increment, 5 year license digitally fulfilled				
Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 1600W, 250 Volt Power Cord Required for Use				
Power Cords	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America				
Bezel	PowerEdge R940 Bezel				
Quick Sync 2 (Wireless At-the-box mgmt)	Quick Sync 2 (At-the-box managment				
BIOS and Advanced System Configuration	Settings Performance BIOS Setting				

Advanced System Configurations	UEFI BIOS Boot Mode with GPT Partition				
Rack Rails	ReadyRail Sliding Rails With Cable Management Arm				
Server Accessories	8X DVD-ROM, USB, External				
	Keyboard and Optical Mouse, USB, Black, English				
System Documentation	Open Manage DVD Kit,Power edge R940				
Virtualization Software and Support	vSphere Scale Out, 8 CPUs (max 32 cores/CPU socket), 3 year License and Support				
OCONUS	Africa PowerEdge OCONUS				
Warranty	Basic Next Business Day 36 Months, 36 Month(s)				
	Prosupport Plus and 4Hr Mission Critical, 36 Month(s) Trust Dell experts to lead deployments, from planning and basic hardware installations to configuration, and complex				
	ProDeploy Dell Server R Series 4U				
	Same Business Day Onsite Diagnosis				

	Service, 36 Month(s)				
	ProSupport Add-on for HPC (Requires ProSupport or ProSupport Plus), 36 Month(s)				

5.3.5 Security Requirements

These are the required security equipment

Preferred Vendor	Material	Description	Qty	Model (Bidders to indicate the model they wish to supply)	Delivery Schedule	Bidder's Response (Indicate Compliance or non-compliance to	Unit Price (Inclusive of VAT)
Palo Alto Networks	PAN-PA-220	Palo Alto Networks PA-220					
Palo Alto Networks	PAN-PWR-CORD-UK	Power cord for United Kingdom with IEC-60320 C13 and BS 1363 UK13 cord ends, 10A, 250V max, 6ft					
Palo Alto Networks	PAN-PA-220-TP-3YR	Threat prevention subscription 3-year prepaid, PA-220					
Palo Alto Networks	PAN-PA-220-WF-3YR	WildFire subscription 3-year prepaid, PA-220					
Palo Alto Networks	PAN-PA-220-URL4-3YR	PANDB URL filtering subscription 3-year prepaid, PA-220					
Palo Alto Networks	PAN-SVC-BKLN-220-3YR	Partner enabled premium support 3-year prepaid, PA-220					

Palo Alto Networks	PAN-PA-220-RACKTRAY	Rack mountable tray for up to two PA-220s and 4 power adapters. Supports both 2 post and 4 post racks.				
Palo Alto Networks	PAN-PA-220-RACK-SINGLE	Palo Alto Networks PA-220 rack mount kit. Mounts a single PA-220.				

5.3.6 Client Machines

Desktops

Item	Specification	Qty	Model (Bidders to indicate the model they wish to supply)	Delivery Schedule	Bidder's Response (Indicate Compliance or non-compliance to specifications)	Unit Price (Inclusive of VAT)
Desktop PC - Core i5	- Hard Disk -1TB - RAM - 8 GB - Core i5 processor, 3.2 Ghz Speed Pre-installed Genuine Applications (Fully Licensed) - Operating System Windows 10 pro - Office 2019	15				

Laptops

Item	Specification	Qty	Model (Bidders to indicate the model they wish to supply)	Delivery Schedule	Bidder's Response (Indicate Compliance or non-compliance to specifications)	Unit Price (Inclusive of VAT)
Laptop Intel core i7	- Hard Drive - 1TB - RAM - 8 GB - Core i7 processor, 3.2 Ghz speed Pre-installed Genuine Applications (Fully Licensed) - Operating System Windows 10 pro - Office 2019 - Manufacturer manual - Warranty 1Yr	5				

NB

- Delivery schedule will start from the date of the contract award
- The procuring entity shall visit the source of the equipment prior to delivery/shipment.

SECTION VII   -   PRICE SCHEDULE FOR GOODS

Name of tenderer _____

Tender Number _____

DESCRIPTION	AMT in KSH (Inclusive of Tax)
Implementation Cost	

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1.   Form of Tender - The form of tender must be completed by   the tenderer and submitted with the tender documents. It must also be   duly signed by duly authorized representatives of the tenderer.

2.   Confidential Business Questionnaire Form - This form must be   completed by the tenderer and submitted with the tender documents.

3.   Tender Security Form - When required by the tender documents the tender shall   provide the tender security either in
the   form included herein or in another format acceptable to the procuring   entity.

4.   Contract Form s - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract   Form shall be completed after contract award and should incorporate the accepted contract price.

5.   Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide   performance security in the form provided herein or in another form   acceptable to the procuring entity.

6.   Bank Guarantee for Advance Payment Form   -   When Advance   payment is requested for by the successful bidder and agreed by the   procuring entity, this form must be completed fully and duly signed   by the authorized officials of the bank.

7.   Manufacturers Authorization Form -   When required by the ender documents   this form must be completed and submitted
with the   tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1   FORM OF TENDER

Date _____
Tender No. _____

To: _____

_____
[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ……………………………. [insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (……………………………………… (insert equipment description) in conformity with the said tender documents for the sum of ……………………………………………………. (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ………………. ……………….(Procuring entity).

4. We agree to abide by this Tender for a period of …… [number]days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

_____   _____
[signature]   [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either
Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on
this form

Part1–General:

Business
Name …………………………………………………………………………………
………… Location of business
premises. ……………………………………………………………
……………… Plot No……………………………………………
Street/Road ………………………………………..
Postal Address ………………………….. Tel No. …………………. Fax ………………. E
mail ……………
Nature of
Business …………………………………………………………………………
……….. Registration Certificate
No. ……………………………………………………………………

Part 2 (a) – Sole Proprietor
Your name in full ………………………………………………..
Age ……………………….. Nationality ………………………………… Country of
origin ………………………………………..
Citizenship
details …………………………………………………………………

Part 2 (b) Partnership
Given details of partners as follows:
Name   Nationality   Citizenship Details
Shares
1. …………………………………………………………………
2. …………………………………………………………………
3. …………………………………………………………………
4. …………………………………………………………………

Part 2 (c) – Registered Company
Private or
Public ………………………………………………………………………………
……. State the nominal and issued capital of company-
Nominal
Kshs. ………………………………
Issued
Kshs. ………………………………
Given details of all directors as follows
Name   Nationality   Citizenship Details
Shares
1

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

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth,
Naturalization or registration.

8.3 TENDER SECURITY FORM

Whereas ……………………………………. [name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated ………… [date of submission of tender] for the supply, installation and commissioning of …………………[name and/or description of the equipment](hereinafter called "the Tender")

…………………………………….. KNOW ALL PEOPLE by these presents that WE ……………………… of ……………………. having our registered office at ………………… (hereinafter called "the Bank"), are bound unto …………….. [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of …………………….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these

presents. Sealed with the Common Seal of the said Bank this _____ _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____
between ……………… [name of Procurement entity) of ……….. [country of Procurement entity] (hereinafter called "the Procuring entity) of the one part
and …………………….. [name of tenderer] of ………….. [city and country of tenderer](hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of …………………………… [contract price in words and figures] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(c) the Technical Specifications
(d) the General Conditions of Contract
(e) the Special Conditions of contract; and
(f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5   PERFORMANCE SECURITY FORM

To ………………………………………. [name
of Procuring entity]

WHEREAS   …………………………………   [name of tenderer] (hereinafter called
"the tenderer") has undertaken , in pursuance of Contract No.
[reference number of the contract] dated _____ 20
to supply ……………………………………………… [description of goods] (hereinafter
called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall
furnish you with a bank guarantee by a reputable bank for the sum specified therein as
security for compliance with the Tenderer's performance obligations in accordance with
the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee: THEREFORE   WE

hereby affirm that we are Guarantors and
responsible to you, on behalf of the tenderer, up to a total
of ………………………. [amount of the guarantee in words and figures]
and we undertake to pay you, upon your first written demand declaring the
tenderer to be in default under the Contract and without
cavil   or   argument,   any   sum   or   sums   within   the   limits
of …………………….. [amount of guarantee] as   aforesaid, without you needing to
prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

8.6   BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To   …………………………….
         [name of Procuring entity]

[name of tender]………………… .

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ………………………………………………. [name and address of tenderer](hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of …… …………………. [amount of guarantee in figures and words].

We, the ……………………………. [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding …………………… [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ………… [date].

Yours truly,

Signature and seal of the Guarantors

_____
[nameofbankorfinancialinstitution]

_____
[address]

_____
[date]

8.7   MANUFACTURER'S AUTHORIZATION FORM

To   [name of the Procuring entity]…………………

WHEREAS   …………………………………………………………[name   of   the manufacturer] who are established and reputable manufacturers of ………………….. [name and/or description of the goods] having factories   at   ………………………………… [address of factory] do hereby authorize ……………………… [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ………………………. [reference of the Tender]for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note:This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.
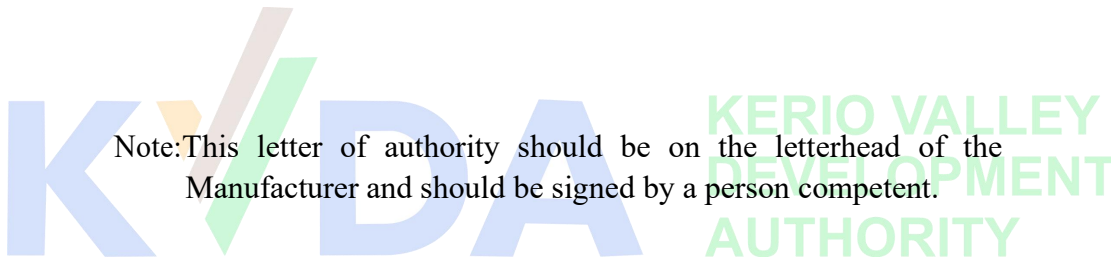
8.8   LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

_____

_____

To:_____

_____

_____

_____

RE: Tender No._____

Tender Name_____

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

_____

_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULLPARTICULARS) _____

_____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW

BOARD APPLICATION

NO…………….OF………..….20……...

BETWEEN

……………………………………….APPLICANT

AND

…………………………….RESPONDENT (Procuring Entity)

Request for review of the decision of the…………… (Name of the Procuring Entity) of ……………dated the…day of ………….20……….in the matter of Tender No………..…of …………..20…

REQUEST FOR REVIEW

I/We…………………………….,the above named Applicant(s), of address: Physical address…………….Fax No……Tel. No……..Email ……………, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.

2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2.

etc

SIGNED ……………….(Applicant)

Dated on…………….day of ……………/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on …………

day of ………....20…..………

SIGNED
Board Secretary