



TENDER DOCUMENT

FOR

**SUPPLY, DELIVERY, INSTALLATION, TESTING, TRAINING,
COMMISSIONING AND SUPPORT SERVICES FOR ENTERPRISE
RESOURCE PLANNING (ERP) SYSTEM FOR NEPAD/APRM KENYA
SECRETARIAT**

**CHIEF EXECUTIVE OFFICER
NEPAD/APRM KENYA SECRETARIAT**

**P.O BOX 46270-00100 NAIROBI.
LIAISON HOUSE, 4TH FLOOR, STATE HOUSE AVENUE.**

CLOSING DATE:18TH APRIL,2023 AT 11.30AM

INVITATION TO TENDER (ITT)

PROCURING ENTITY: NEPAD/APRM KENYA SECRETARIAT

CONTRACT NAME AND DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION, TESTING, TRAINING, COMMISSIONING AND SUPPORT SERVICES FOR ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM – TENDER NUMBER: NEPAD/APRM/T/04/2022-2023

The Secretariat invites sealed tenders for the construction of Supply, Delivery, Installation, Testing, Training, Commissioning and Support Services for Enterprise Resource Planning (ERP) System at NEPAD/APRM Kenya Secretariat (NAKS) offices.

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

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

A complete set of tender documents will be downloaded for free from the Website www.tenders.go.ke or www.nepadaprmkenya.go.ke/tenders.

All clarifications and/or amendments will be published on the NAKS website and tenderers are required to regularly check for any addendums or amendments in the course of the bidding period prior to the closing date.

All Tenders must be accompanied by a tender security of **Ksh.100,000** from a reputable bank operating in Kenya or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority.

Completed tenders must be delivered to the address below on or before **Tuesday 18th April, 2023 AT 11.30 A.M.** Electronic Tenders will not be permitted.

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

The addresses referred to above are:

Address for obtaining further information.

CHIEF EXECUTIVE OFFICER,
NEPAD/APRM KENYA SECRETARIAT
LIAISON HOUSE, 4TH FLOOR, STATE HOUSE AVENUE
P. O. BOX 46270-00100, NAIROBI

Address for Submission of Tenders.

CHIEF EXECUTIVE OFFICER,
NEPAD/APRM KENYA SECRETARIAT
LIAISON HOUSE, 4TH FLOOR, STATE HOUSE AVENUE
P. O. BOX 46270-00100, NAIROBI

Address for Opening of Tenders.

CHIEF EXECUTIVE OFFICER,
NEPAD/APRM KENYA SECRETARIAT
LIAISON HOUSE, 4TH FLOOR, STATE HOUSE AVENUE
P. O. BOX 46270-00100, NAIROBI

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS (ITT)

Section I - Instructions to Tenderers

GENERAL

Scope of Tender

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

Definitions

- 2.1 Unless otherwise stated, throughout this tendering document definitions and interpretations shall be as prescribed in the Section VI, General Conditions of Contract.
- 2.3 Throughout this tendering document:
 - The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
 - If the context so requires, "singular" means "plural" and vice versa; and
 - "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
 - "Information System" shall carry the same meaning as "Information Technology".

Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/ or civil sanctions may be imposed. To this effect, Tenderers shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.
- 3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the TDS firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.
- 3.4 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4 Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter in to such an agreement supported by a Form of Intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**. □
- 4.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms / organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - Receives or has received any direct or indirect subsidy from another Tenderer; or
 - Has the same legal representative as another Tenderer; or
 - Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - Any of its affiliates participates as a consultant in the preparation of the design or technical specifications of the Information System that are the subject of the Tender; or
 - Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity as Project Manager for the Contract implementation; or
 - Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDSITT2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - Has a close business or family relationship with a professional staff of the Procuring Entity who: -
 - Are directly or in directly involved in the preparation of the tendering document or specifications of the Contract, and/ or the Tender evaluation process of such Contract. or
 - Would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate as a Tenderer or as JV member in more than one Tender except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. However, this does not limit the participation of a Tenderer as subcontractor in another Tender or of a firm as a subcontractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case maybe. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 The Procuring Entity may require tenderers to be registered with certain authorities in Kenya. Such registration shall be defined in the **TDS**, but care must be taken to ensure such registration requirement does not discourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signing of the contract.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III- EVALUATION AND QUALIFICATION CRITERIA, Item 9".
- 4.11 Pursuant to the eligibility requirements of ITT 4.11, a tenderer is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less than 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

4.13 Tenderers shall be considered ineligible for procurement if they offer goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment.

4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5 Eligible Goods and Services

5.1 The Information Systems to be supplied under the Contract may have their origin in any eligible country.

5.2 For the purposes of this tendering document, the term “Information System” means all:

- i. the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational; and

the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Tenderer and as specified in the Contract.

5.3 For purposes of ITT 5.1 above, “origin” means the place where the goods and services making the Information System are produced in or supplied from. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

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- 6.1 The Invitation to Tender Notice issued by the Procuring Entity is not part of this tendering document.
- 6.2 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7 Site Visit

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

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

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

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

10 Amendment of Tendering Document

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

PREPARATION OF TENDERS

11 Cost of Tendering

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

12 Language of Tender

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

13 Documents Comprising the Tender

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

Form of Tender prepared in accordance with ITT 14;

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

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

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

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

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

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

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

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

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

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

System, General Purpose, and Application Software; or

Standard and Custom Software;

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

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

Any other document required **in the TDS.**

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

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

14 Form of Tender and Price Schedules

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

15 Alternative Tenders

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

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

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

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

16 Documents Establishing the Eligibility of the Information System

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

17 Documents Establishing the Eligibility and Qualifications of the Tenderer

17.1 To establish its eligibility and qualifications to perform the Contracting accordance with Section III, Evaluation and Qualification Criteria, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.

- 17.2 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.
- 17.3 The purpose of the information described in ITT 15.1 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 17.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control, any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.5 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.6 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 17.7 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
If the contract has been awarded to that tenderer, the contract award will be set aside, the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 17.8 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18 Documents Establishing Conformity of the Information System

- 18.1 Pursuant to ITT 11.1(h), the Tenderer shall furnish, as part of its Tender documents establishing the conformity to the tendering documents of the Information System that the Tenderer proposes to design, supply and install under the Contract.
- 18.2 The documentary evidence of conformity of the Information System to the tendering documents including:
- Preliminary Project Plan describing, among other things, the methods by which the Tenderer will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Tenderer proposes to use. The Preliminary Project Plan must also address any other topics **specified in the TDS**. In addition, the Preliminary Project Plan should state the Tenderer's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Information System to provide during implementation and how the Tenderer proposes to coordinate the activities of all involved parties;
 - Written confirmation that the Tenderer accepts responsibility for the successful integration and inter- operability of all components of the Information System as required by the tendering documents;
 - An item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the Tenderer is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Tendering Forms (Section IV). The commentary shall include explicit cross- references to the relevant pages in the supporting materials included in the tender. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the tender, the item-by-item commentary shall prevail;
 - Support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and
 - Any separate and enforceable contract(s) for Recurrent Cost items which the TDS ITT 17.2 required Tenderers to tender.
- 18.3 References to brand names or model numbers or national or proprietary standards designated by the Procuring Entity in the tendering documents are intended to be descriptive and not restrictive. Except where explicitly prohibited in the **TDS** for specific items or standards, the Tenderer may substitute alternative brand /model names or standards in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.
- 18.4 For major items of the Information System as listed by the Procuring Entity in Section III, Evaluation and Qualification Criteria, which the Tenderer intends to purchase or subcontract, the Tenderer shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Tenderer shall include in its Tender information establishing compliance with the requirements specified by the Procuring Entity for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 18.5 The Tenderer shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITT 4, and that any goods or services to be provided by the subcontractor comply with the requirements of ITT 5 and ITT 16.1.

19 Tender Prices

- 19.1 All Goods and Services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other Goods and Services proposed by the Tenderer to fulfill the requirements of the Information System, must be priced separately and summarized in the corresponding cost tables in the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below.
- 19.2 **Unless otherwise specified in the TDS**, the Tenderer must also tender Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost table in the Sample Tendering Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:
If specified in the TDS, the Tenderer must also tender separate enforceable contracts for the Recurrent Cost Items not included in the main Contract;
prices for Recurrent Costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Information System and, if appropriate, of the Tenderer's own allowance for price increases;
prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.
- 19.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCC and SCC Clause 12 – Terms of Payment. Tenderers may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables
- 19.4 The price of items that the Tenderer has left blank in the cost tables provided in the Sample Tender Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the tender and, provided that the tender is substantially responsive, an adjustment to the tender price will be made during tender evaluation in accordance with ITT 31.3.
- 19.5 The prices for Goods components of the Information System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of incoterms **specified in the TDS**, as follows:
- Goods supplied from outside Kenya:
Unless otherwise specified in the TDS, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in Kenya. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1(e) (iii). In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country;
- Locally supplied Goods: Unit prices of Goods offered from within Kenya, shall be quoted on an EXW (ex- factory, ex works, ex ware house or off- the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded; and
Inland transportation.

- 19.6 Unless otherwise stated in the **TDS**, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITT 17.5, whether the Goods are to be supplied locally or from outside Kenya, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITT 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.
- 19.7 The price of Services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/ or apply in Kenyan /to the price of the Services invoiced to the Procuring Entity, if the Contract is awarded.
- 19.8 Unless otherwise specified in the **TDS**, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Procuring Entity or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these tendering documents (as, e.g., a requirement for the Tenderer to include the travel and subsistence costs of trainees).
- 19.9 Unless otherwise specified in the **TDS**, prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to increases on any account. Tenders submitted that are subject to price adjustment will be rejected.

20 Currencies of Tender and Payment

- 20.1 The currency (ies) of the Tender and currencies of payment shall be the same. The Tenderer shall quote in Kenya shillings the portion of the Tender price that corresponds to expenditures incurred in Kenya currency, unless otherwise specified **in the TDS**.
- 20.2 The Tenderer may express the Tender price in any currency. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than **two foreign currencies** in addition to Kenyan currency.

21 Period of Validity of Tenders

- 21.1 Tenders shall remain valid for the period specified **in the TDS** after the Tender submission deadline date prescribed by the Procuring Entity in accordance with ITT 23.1. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 21.2 exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20.1, it shall also be extended for thirty days (30) beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

22 Tender Security

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

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

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

cash;

a bank guarantee;

a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

any other form specified in the **TDS**.

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

22.4 In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms or in another substantially similar format approved by the Procuring Entity prior to Tender submission. In either case, the form must include the complete name of the Tenderer. The Tender Security shall be valid for thirty days (30) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 19.2.

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

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

The procurement proceedings are terminated;

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

A bidder declines to extend the tender validity.

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

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

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

if the successful Tenderer fails to:

sign the Contract in accordance with ITT 47; or

furnish a performance security in accordance with ITT 48.

- 22.8 Where the Tender-Securing Declaration is executed the Procuring Entity will recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.
- 22.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the tender. If the JV has not been legally constituted in to a legally enforceable JV at the time of Tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 11.2.
- 22.10 A tenderer shall not issue a tender security to guarantee itself.

23 Format and Signing of Tender

- 23.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE". In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 23.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 23.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 23.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 23.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

SUBMISSION AND OPENING OF TENDERS

24 Submission, Sealing and Marking of Tenders

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

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

In an envelope marked "COPIES", all required copies of the technical proposal Tender; and, If alternative Tenders are permitted in accordance with ITT 13, and if relevant:

In an envelope marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and in the envelope marked "COPIES – ALTERNATIVE TENDER" all required copies of the alternative Tender.

24.2 The inner envelopes shall:

Bear the name and address of the Tenderer;

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

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

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

The outer envelopes shall:

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

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

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

25 Deadline for Submission of Tenders

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

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

26 Late Tenders

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

27 Withdrawal, Substitution, and Modification of Tenders

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

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

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

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

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

28 Tender Opening

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

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

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

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

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

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

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

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

- The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- The Tender Price, per lot if applicable, including any discounts;
- Any alternative Tenders; and
- The presence or absence of a Tender Security or a Tender-Securing Declaration.

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

Evaluation and Comparison of Tenders

29 Confidentiality

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

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

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

Clarification of Tenders

30.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.

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

31 Deviations, Reservations, and Omissions

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

- “Deviation” is a departure from the requirements specified in the tendering document;
- “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- “Omission” is the failure to submit part or all of the information or documentation required in the tendering document.

32 Determination of Responsiveness

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

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

If accepted, would:

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

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

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

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

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

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

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

33 Non-material non-conformities

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

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

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

34 Correction of Arithmetical Errors

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

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

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

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

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

35 Conversion to Single Currency

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

36 Margin of Preference and Reservations

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

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

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

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

37 Evaluation of Tenders

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

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

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

converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33;
price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3; and
any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.

38 Preliminary Examination

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

39 Technical Evaluation

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

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

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

achievement of specified performance criteria by the Information System;

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

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

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

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

39.2 The Procuring Entity's evaluation of tenders will consider technical factors, in addition to cost factors. The Technical Evaluation will be conducted following the Criteria specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the technical merits of each Tender. All tenders that fail to pass this evaluation will be considered non-responsive and will not be evaluated further.

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

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

40 Financial/ Economic Evaluation

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

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

Price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;

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

the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

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

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

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

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

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

41 Comparison of Tenders

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

42 Abnormally Low Tenders and Abnormally High Tenders

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

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

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

Abnormally High Tenders

- 42.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 42.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - If specifications, scope of work and/ or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 42.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

43 Unbalanced or Front-Loaded Tenders

- 43.1 If the Tender that is evaluated as the lowest evaluated cost is, in the Procuring Entity's opinion, seriously unbalanced or front loaded the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Tender prices with the scope of information systems, installations, proposed methodology, schedule and any other requirements of the tendering document.
- 43.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may: -
- Accept the Tender; or
 - If appropriate, require that the total amount of the Performance Security be increased, at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the Contract Price; or
 - Reject the Tender.

44 Eligibility and Qualification of the Tenderer

- 44.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 44.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 15.

- 44.3 Unless otherwise specified in the **TDS**, the Procuring Entity will NOT carry out tests at the time of post-qualification, to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements. However, if so, specified in the **TDS** the Procuring Entity may carry out such tests as detailed in the **TDS**.
- 44.4 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the next lowest evaluated cost or best evaluated Tender, as the case may be, to make a similar determination of that Tenderer's qualifications to perform satisfactorily.
- 44.5 The capabilities of the manufacturers and subcontractors proposed by the Tenderer that is determined to have offered the Best Evaluated Tender for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a Form of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the Tenderer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Tender price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.
- 44.6 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "*SECTION III- EVALUATION AND QUALIFICATION CRITERIA*."

45 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

- 45.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

AWARD OF CONTRACT

46 Award Criteria

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

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

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

Is substantially responsive; and

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

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

Most responsive to the tendering document; and

The lowest evaluated cost.

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

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

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

48.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/ Notification of award to all tenderers which shall contain, at a minimum, the following information:

The name and address of the Tenderer submitting the successful tender;

The Contract price of the successful tender;

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

the expiry date of the Standstill Period; and

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

49 Standstill Period

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

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

50 Debriefing by the Procuring Entity

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

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

51 Letter of Award

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

52 Signing of Contract

- 52.1 Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 52.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 52.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.
- 52.4 Notwithstanding ITT 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the Information System to be supplied, where such export restrictions arise from trade regulations from a country supplying those Information System, the Tenderer shall not be bound by its Tender, provided that the Tenderer can demonstrate that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

53 Performance Security

- 53.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the performance security in accordance with the General Conditions, subject to ITT38.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a Performance Security shall have a correspondent financial institution located in Kenya.
- 53.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

54. Publication of Procurement Contract

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

Name and address of the Procuring Entity;

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

The name of the successful Tenderer, the final total contract price, the contract duration.

Dates of signature, commencement and completion of contract;

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

55. Adjudicator

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

56. Procurement Related Complaints and Administrative Review

56.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

56.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

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

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	<p>The reference number is: NEPAD/APRM/T/04/2022-2023</p> <p>The Procuring Entity is: NEPAD/APRM KENYA SECRETARIAT</p> <p>The name of the ITT is: Supply, Delivery, Installation, Testing, Training, Commissioning and Support Services for Enterprise Resource Planning (ERP) System</p> <p>The number and identification of lots (contracts) comprising this ITT is: None</p>
ITT 3.3	The firms (if any) that provided consulting services for the contract being tendered for are Not Available
ITT 4.1	Maximum number of members in the JV shall be Three (3)
ITT 4.9	The Procuring Entity may require tenderers to be registered with Information Communication and Technology Authority (ICTA) in Systems and Applications (ICTA Level 1)
B. Tendering Document	
ITT 8.1	<p>For <u>Clarification of Tender purposes</u> only, the Procuring Entity's address is:</p> <p>Attention: Chief Executive Officer</p> <p>Address: Box 46270-00100, Liaison House, State House Avenue, Nairobi</p> <p>Floor/ Room number: 4th Floor</p> <p>City: Nairobi</p> <p>ZIP Code: 00100</p> <p>Country: Kenya</p> <p>Telephone: +254 202733735</p> <p>Facsimile number: None</p> <p>Electronic mail address: procurement@nepadaprmkenya.go.ke</p> <p>Requests for clarification should be received by the Procuring Entity no later than:</p> <p>Three (3) to tender closing date.</p>
ITT 8.2	Web page: None
ITT 8.4	<p>A Pre-Tender meeting shall not take place.</p> <p>A site visit conducted by the Procuring Entity shall not be organized.</p>
ITT 9.1	<p>The Procuring Entity shall publish its response at the website:</p> <p>www.nepadaprmkenya.go.ke</p> <p>or www.tenders.go.ke</p>
C. Preparation of Tenders	
ITT 13.1 (k)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <p>As required in the evaluation criteria</p>

ITT 15.1

Alternative Tenders are **not permitted**.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 15.2	Alternatives to the Time Schedule are not permitted .
ITT 15.4	Alternative technical solutions shall not be permitted .
ITT 17.2	Prequalification has not been undertaken.
ITT 18.2 (a)	In addition to the topics described in ITT Clause 16.2 (a), the Preliminary Project Plan must address the following topics: <ul style="list-style-type: none"> v) <i>Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);</i> i) <i>Implementation Sub-Plan;</i> ii) <i>Training Sub-Plan;</i> v) <i>Testing and Quality Assurance Sub-Plan;</i> v v) <i>Warranty Defect Repair</i> vi v) <i>Technical Support Service Sub-Plan (Service level agreement template)</i>
ITT 18.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Tenderers are required to offer specific brand names and models for the following limited number of specific items: None
ITT 19.2	The Tenderer must tender Recurrent Cost Items
ITT 19.2 (a)	The Tenderer must tender for contracts of Recurrent Cost Items not included in the main Contract.
ITT 19.5	The Incoterms edition is: Incoterms® 2020
ITT 19.5 (a)	Named place of destination is: Nairobi, Kenya
ITT 19.6	Named place of final destination (or Project site) is: NEPAD/APRM Kenya Secretariat, Nairobi- Kenya
ITT 19.8	There is no modification to ITT 17.8
ITT 19.9	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tenderer is required to quote in the currency of Kenya the portion of the Tender price that corresponds to expenditures incurred in that currency.
ITT 21.1	The Tender validity period shall be One Hundred and Twenty (120) days.
ITT 22.1	A <i>Tender Security shall be</i> required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be One hundred Thousand Shillings (100,000/-) Kenya Shillings
ITT 22.3 (v)	Other types of acceptable securities are None
ITT 23.1	In addition to the original of the Tender, the number of copies is: one (1) Copy

ITT 23.3	The written confirmation of authorization to sign on behalf of the Tenderer in the company letterhead shall consist of Power of Attorney letter
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	D. Submission and Opening of Tenders
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 24.1	The Tenderer shall deliver the Tender in a ONE sealed envelope
ITT 25.1	<p>For <u>Tender submission purposes only</u>, the Procuring Entity's address is: Attention: Chief Executive Officer NEPAD/APRM Kenya Secretariat</p> <hr/> <p>Street Address: Box 46270, LIAISON HOUSE, STATE HOUSE AVENUE Floor/Room number: 4th Floor City: Nairobi ZIP Code: 00100 Country: Kenya</p> <p>The deadline for Tender submission is: Date: TUESDAY 18TH APRIL, 2023 Time: 11.30 A.M</p>
ITT 25.1	Tenderers <i>shall not</i> have the option of submitting their Tenders electronically.
ITT 28.1	<p>The Tender opening shall take place at: Street Address: Box 46270, LIAISON HOUSE, STATE HOUSE AVENUE Floor/Room number: 4th Floor City: Nairobi ZIP Code: 00100 Country: Kenya</p> <p>Date: TUESDAY 18TH APRIL, 2023 Time: 11.30 A.M</p>
ITT 28.1	The electronic Tender opening procedures shall be: None
ITT 28.6	The Form of Tender and Price Schedules shall be initialed by Members of the opening Committee as per their appointment letter representatives of the Procuring Entity conducting Tender opening.
E. Evaluation, and Comparison of Tenders	
ITT 33.3	The adjustment shall be based on the <i>Average</i> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or

	component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate. If the missing Goods and Services are a scored technical feature; the relevant score will be set at zero.
ITT 35.1	<p>The currency(ies) of the Tender shall be converted into a single currency as follows: Kenya Shilling</p> <p>The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is: Kenya Shilling</p> <p>The source of exchange rate shall be: the Central Bank of Kenya</p>
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	The date for the exchange rate shall be: As at time of tender closing
ITT 36.2	Margin of Preference shall not apply.
ITT 36.4	The invitation to tender is extended to Special groups (Youth, Women and PWD)
ITT 40.2 (b)	<p>Tenderers shall not be allowed to quote separate prices for different lots (Contracts for Subsystems, lots, or slices of the overall Information System) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.</p> <p>Discount that are conditional on the award of more than one Subsystem, lot, or slice may be offered in Tenders and such discounts shall be considered in the price evaluation</p>
ITT 44.3	<p>As additional qualification measures, the Information System (or components/parts of it) offered by the Tenderer with the Best Evaluated Tender may be subjected to the following tests and performance benchmarks prior to Contract award: The Secretariat will carry out demonstration tests and reference site visits to the highest three bidders. The evaluation Committee will be responsible with this post qualification exercise. For demonstration testing details are provided in the Technical Requirements</p>
ITT 46.1	The award will be made on the basis of not rated criteria pursuant to ITT 35.7, if applicable, in accordance with Section III, Evaluation and Qualification Criteria.
ITT 47.1	<p>The maximum percentage by which quantities may be increased is: fifteen per cent (15%)</p> <p>The maximum percentage by which quantities may be decreased is: fifteen per cent (15%)</p> <p>The items for which the Procuring Entity may increase or decrease the quantities are the following. Hardware, software and components as provided in the terms of reference.</p>

ITT 50.1	<p>The proposed Adjudicator is: as per the Kenyan law</p> <p>The proposed hourly fee is as per the rates provided in the law.</p>
ITT 51.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of the Tendering Documents; and2. the Procuring Entity’s decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

Evaluation and contract award Criteria

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

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

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

MANDATORY REQUIREMENTS

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

	DESCRIPTION	YES	NO
	Preliminary evaluation criteria		
MR1	Provide Manufacturer's authorization in the format provided from the manufacturer or distributor. This should be in the manufacturer's official letter head and must be addressed to the procuring entity including specific tender number.		
MR2	Attach a Certified Copies of PIN and valid Current Tax compliance Certificate		
MR3	Attach a Certified Copy of Certificate of Incorporation/Registration		
MR4	Submit a Certified Valid Trade Business License		
MR5	Submit a certified copy of a valid ICT Authority Certification/ accreditation in Systems and Applications Level 1		
MR6	Submit certified audited accounts by a certified accountant for the last 2 years (2021 & 2022)		
MR7	Submit signed Microsoft Dynamics Registered Solution Program (Microsoft RSPA Agreement)		
MR8	Must have handled/handling Cumulative Contract value of at least KSh.10 million in the last two years		
MR 9	Provide a Work Plan / Methodology of the Information System development		

MR10	Attach a duly signed and authorized POWER OF ATTORNEY.		
MR11	Evidence of qualification/ experience for Lead System Specialist with a minimum of Bachelor's Degree in ICT, professional certifications and 10 years of relevant experience and one other system specialist with relevant Bachelor's degree, professional certifications and at least 5 years of relevant working experience. The specialists MUST be backed up with core Finance Systems, Procurement System and Human Resource System experts with relevant qualification, and experience in Finance, HR and Procurement. Attach CVs and copies of certificates for the specialist.		
MR12	Must submit Original tender security/Bid bond of Ksh. valid for 120 days		
MR13	Provide letter of credit worthiness from the tenderer's bank not older than 3 months from closing date of this tender.		
MR14	Provide 3 current reference letters from public sector clients you have undertaken similar project.		
MR15	Dully filled, Signed and stamped Form of tender, Price schedule and Confidential business questionnaire with all forms attached to it as provided.		
MR16	Provide Litigation History		
MR17	Dully filled, signed and stamped declaration form that the tenderer will not engage in any corruption or fraudulent practices in this tender in the form provided.		
MR18	Dully filled, signed and stamped self-declaration form that the tenderer has not been debarred as a service provider in Kenya in the form provided		
MR19	Certified copy of current CR 12 not older than 6 six months from closing date of this tender		
MR20	Compliance to Requirement technical Specifications as provided in the document.		
MR21	Sequentially Paginate/ Serialize/Number and initialize all pages including the attachments of the tender.		
MR22	Filled declaration and commitment to the code of ethics in the form provided.		

TECHNICAL EVALUATION

TS No.	Technical Requirement Details	Max Score
TS 1	Specific experience of the firm relevant to the provision of IT systems – 1mark for each year to a maximum of 5 years.	5
TS 2	Adequacy and quality of the proposed methodology, and work plan: a) Technical approach and methodology (4 marks) b) Work plan [4 marks] c) Organization and staffing [4 marks] <i>Note: The Secretariat will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts</i>	12
	Requirements of the Tenderer's Technical Team: (Attach CV, certified Academic Certificates and other certifications) a) Key Expert 1: Team Leader - [6marks] i. General qualifications (Bachelor's degree in ICT related training)- 1 mark Relevant Certification(s) of the proposed solution (Database, OS, etc) - 2 mark Project Management Professional Certification (PMP)-2 mark Ten (10) years relevant experience in Information System administration and processes. -1 marks Key Expert 2: Programmer 1 - [6 marks] General qualifications (Bachelor's degree in ICT or ICT related field). – 1 mark Relevant Certification of the proposed solution – 1 mark Relevant certification in Database and operating system that works well with the proposed solution -2 Mark Five (5) years relevant experience in System programming – 2 marks	21

	<p>Key Expert 3: Finance Specialist - [3 Marks]</p> <p>General qualifications (Minimum Master’s degree in Finance). – 1 mark</p> <p>ICPAK/ACCA Certification– 1 mark</p> <p>Seven (7) years relevant experience with the proposed system certification in Finance Management -1 marks.</p> <p>Key expert 5: Human Resource Specialist - [3 Marks]</p> <p>General qualifications (Minimum Master’s degree in Human Resource management o related field)- 1 mark</p> <p>IHRM certification – 1 mark.</p> <p>Seven (7) years’ experience in Human Resource Management – 1 mark</p> <p>Key expert 5: Procurement Specialist - [3 Marks]</p> <p>General qualifications (Minimum Master’s degree in Procurement)- 1 mark</p> <p>KISM/CIPS certification – 1 mark.</p> <p>Seven (7) years relevant experience in procurement – 1 mark</p> <p>Transfer of knowledge and training program (relevance of approach and methodology) 5 marks</p> <p>a) Relevance of training program- 1 Mark b) Training approach and methodology – 1 Mark c) Qualifications of experts and trainers- 3 Marks</p>	
TS 3	<p>Conformity to Technical Specifications (33 marks)</p> <p>i. Proposed solution meets all the mandatory requirements for Finance & Accounting, Human Resources Management, Procurement and Supply Chain management and Administration modules- 12 marks</p> <p>ii. Proposed server meets all the specifications outlined – 5 Marks</p> <p>iii. Proposed solution meets all the mandatory requirements for EDMS- 5marks</p> <p>iv. Proposed solution meets all the outlined Technical requirements- 5 marks</p> <p>v. Proposed solution meets all the security requirements outlined – 5 marks</p> <p>vi. The licenses of the proposed solution are perpetual- 1 mark</p>	5
TS 4		33

TS 5	Demonstrate that it has access to, or has available, liquid assets, encumbered real assets, lines of credit, and other financial	
TS 6	Minimum average annual turnover of Kenya Shillings 30 million, equivalent calculated as total certified payments received for contracts in progress and/ or completed within the last Two years – 2 marks	2
TS 7	At least 3 contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings 15,000,000 equivalent. Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last 2 years. The required information shall be furnished in the appropriate form. 2 marks	2
Total Technical Scores (TTS)		80

Tenderers who score less than the required pass will be automatically disqualified. Tenderers who pass the technical evaluation will be evaluated further.

The minimum pass for the bidder to proceed to System Demonstration is **60 marks out of 80 marks**. Any bidder scoring below **60 marks** will be considered to be non-responsive.

SYSTEM DEMONSTRATION

The bids that will be responsive at the technical evaluation stage, will be invited for a demonstration of the ERP system proposed, evaluation will be based on the following criteria:

Demonstration Score sheet

No	Key System Implementation Requirements	Max Score (20 marks)
1	The tenderer to demonstrate the expert's knowledge of the system (hardware, software, and network knowledge)	7
2	The tenderer should be able to demonstrate that the system meets the entities requirements in financial management, Supply chain Management, Human Resource and payroll, and Asset Management & maintenance	8
3	The system should be able to demonstrate the reporting functionality	5
	Total Demonstrated Score (TDS)	20
	Total Combined Score (TCS)- {TCS= TTS+ TDS}	100

The bidder to proceed to financial evaluation should have a combined score of 70 marks and above. Any bidder scoring below 70 marks will be considered to be non-responsive.

FINANCIAL EVALUATION

At this stage, the evaluation will be done by comparing the prices submitted by the successful bidders. The bid with the lowest price shall be considered to be the lowest evaluated bid and will be awarded the contract.

1. QUALIFICATION FORM

<i>Item No.</i>	<i>Qualification Subject</i>	<i>Qualification Requirement to be met</i>	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
1	Nationality	Nationality in accordance with ITT 4.5.	Form ELI –2.1.1 and 2.1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	Conflict of Interest	No- conflicts of interests as described in ITT 4.3.	Form of Tender	
4	Country Ineligibility	Not having been declared ineligible by the PPRA as described in ITT 4.6.	Form of Tender	
5	State owned Entity of the Procuring Entity country	Compliance with conditions of ITT 4.7	Form ELI –2.1.1 and 2.1.2, with attachments	
6	United Nations resolution or Kenya law	Not having been excluded as a result of prohibition in Kenya laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.8	Form of Tender	
7	History of non-performing contracts	Non-performance of a contract ¹ did not occur as a result of Tenderer's default since 1 st January 2020.	Form CON - 2	
8	Suspension	Not under suspension based on execution of a Tender Securing Declaration or Tender Securing Declaration pursuant to ITT 4.8 and ITT 20.10	Form of Tender	
9	Pending Litigation	Tenderer's financial position and prospective long-term profitability still sounds according to criteria established in	Form CON – 2	

		2.3.1 below and assuming that all pending litigation will be resolved against the Tenderer.		
10	Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last ____ [] years to demonstrate the current soundness of the Tenderers financial position and its prospective long-term profitability.	Form FIN – 2.3.1 with attachments	

<i>Item No.</i>	<i>Qualification Subject</i>	<i>Qualification Requirement to be met</i>	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
11	Average Annual Turnover	Minimum average annual turnover of 40 million Kenya Shilling's equivalent, calculated as total certified payments received for contracts in progress or completed, within the last 2 years	Form FIN –2.3.2	
12	Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the following cash-flow requirement: Minimum of 30 million Kenya Shilling's equivalent.	Form FIN –2.3.3	
13	General Experience	Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for at least the last 5 years prior to the applications submission deadline.	Form EXP-2.4.1	
14	Specific Experience	Participation as a prime supplier, management contractor, JV ² member, sub-contractor, in at least 3 contracts within the last 3 years, each with a value of at least 10 million Kenyan Shillings that have been successfully and substantially completed and that are similar to the proposed Information System.	Form EXP 2.4.2	

10.

Personnel

The Tenderer must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No	Position	Information System Experience <i>[Specify specific experience requirement for the key positions]</i>
1	Team Leader	
2	Lead Developer/Programmer 1	
3	Junior Developer / Programmer 2	
4	Finance Specialist	
5	Human Resources Specialist	
6	Procurement Specialist	

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tendering Forms.

Subcontractors/vendors/manufacturers

Subcontractors/vendors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

No	Minimum Condition to be met	Tick whether met and evidence of the same to be attached and well serialized
1	Certified Copies of PIN and valid Tax compliance Certificate by commissioner for oath/magistrate	
2	Certified Copy of Certificate of Incorporation/Registration by commissioner for oath/magistrate	
3	Certified Valid Trade Business License by commissioner for oath/magistrate	
4	Certified copy of a valid ICT Authority Certification/accreditation in systems and Applications level 1 or 2 or 3 or 4 shall be verified online by commissioner for oath/magistrate	

Failure to comply with this requirement will result in rejection of the subcontractor/vendor.

In the case of a Tenderer who offers to supply and install major items of supply under the contract that the Tenderer did not manufacture or otherwise produce, the Tenderer shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Tenderer has been duly authorized by the manufacturer or producer of the related sub system or component to supply and install that item in Kenya. The Tenderer is responsible for ensuring that the manufacturer or producer complies with the requirements of ITT 4 and 5 and meets the minimum criteria listed above for that item.

SECTION IV - TENDERING FORMS

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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

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

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

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

Tenderer's Eligibility-Confidential Business Questionnaire

Certificate of Independent Tender Determination

Self-Declaration of the Tenderer

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

ITT No.: [*insert number of ITT proces*]

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

To: [*insert complete name of Procuring Entity*]

.....

...

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

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

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

Conformity: We offer to provide design, supply and installation services in conformity with the tendering document of the following: *[insert a brief description of the IS Design, Supply and Installation Services]*;

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

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

Or

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

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

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

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

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

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

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

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

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS

QUESTIONNAIRE Instruction to Tenderer

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

Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>Postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

Sole Proprietor, provide the following details.

Name in full _____ Age _____ Nationality _____
 _____ e _____ y
 _____ Citizenship _____
 _____ Country of Origin _____
 _____ p

Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

Registered Company, provide the following details.

Private or public Company _____

State the nominal and issued capital of the Company _____

Nominal Kenya Shillings
 (Equivalent).....

Issued Kenya Shillings
 (Equivalent).....

Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

I certify, on behalf
of _____ *[Name of Tenderer]* that:

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

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

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

Name_____ Title_____ Date_____

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

SELF-DECLARATION FORMS

FORM SD1

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

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

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

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

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

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

Bidder Official Stamp

FORM SD2

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

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

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

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

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

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

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

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

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I

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

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

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

Name of Authorized signatory.....

Sign.....

Position.....
.....

Office address.....

Telephone..... E-

mail.....
.....

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

Date.....
.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....
.....

Sign.....
.....

Date.....
.....

APPENDIX 1 - FRAUD AND CORRUPTION

Purpose

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

Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Section 66 of the Act describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below high light Kenya's policy of no tolerance for such practices and behavior:
 - i. A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - ii. A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
 - iii. Without limiting the generality of the subsection (1) and (2), the person shall be:
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - iv. The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - v. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - vi. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - vii. If a person contravenes sub section (1) with respect to a conflict of interest described in sub section (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
- 2.2 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
 - a) Defines broadly, for the purposes of the above provisions, the terms:

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

b) Defines more specifically, in accordance with the Act, provisions set forth for fraudulent and collusive practices as follows:

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

c) Rejects a proposal for award of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Act and the Regulations, the Procuring Entity may recommend to PPRA for sanctioning and debarment of a firm or individual, as applicable under the Act and the Regulations;

e) Requires that a clause be included in the tender documents and Request for Proposal documents requiring

i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agent's personnel, permit the PPRA or

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

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

PRICE SCHEDULE FORMS

1.1 General

The Price Schedules is divided into separate Schedules as follows:

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

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

Pricing

- 2.1 Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Tenderer. As specified in the Tender Data Sheet, prices shall be fixed and firm for the duration of the Contract.
- 2.2 Tender prices shall be quoted in the manner indicated and, in the currencies, specified in ITT 18.1 and ITT 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these tendering documents.
- 2.3 The Tenderer must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of tenders has passed. A single error in specifying a unit price can therefore change a Tenderer's overall total tender price substantially, make the tender noncompetitive, or subject the Tenderer to possible loss. The Procuring Entity will correct any arithmetic error in accordance with the provisions of ITT 32.
- 2.4 Payments will be made to the Supplier in the currency or currencies indicated under each respective item. As specified in ITT18.2.

1. Grand Summary Cost Table

No.	Cost Components	Total Price (Kenya shillings]
1.	Supply and Installation Costs for ERP Solution (from Supply and Installation Cost Summary Table)	
2	Hardware costs and software costs (database, application and EDMS)	
3	Recurrent Costs (from Recurrent Cost Summary Table) NB: NAKS intends to procure a solution with perpetual licenses only. Recurrent costs should only be on support not on license renewal.	
4.	Grand Totals (to Tender Submission Form)	

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer:

Supply and Installation Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with

Line-Item No.	Subsystem / Item	Supply and Installation Cost Sub-Table No.	Total price (Kenya shillings]
1	General System Plan	S.1	
2	Finance & Accounting System	S.2	
3	Procurement System	S.3	
4	Human Resource System	S.4	
5	Technical and Administration System	S.5	
SUBTOTAL			
S			
TOTAL (To Grand Summary Table)			

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer: _____

Recurrent Cost Summary Table

Costs MUST reflect prices and rates quoted in accordance with ITT 17 and ITT18.

Line-Item No.	Subsystem / Item	Recurrent Cost Sub-Table No.	<i>Total Price (Kenya shilling)</i>
1	Single lot Procurement		
	Subtotals (to Grand Summary Table)		

Name of Tenderer: _____

Date _____

Authorized Signature of Tenderer: _____

Supply and Installation Cost Sub-Table: S.1

Line-item number: 1- General System Plan

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

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates	Total Prices
1	General System Plan				
Subtotals of Item S.1					

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer: _____

Supply and Installation Cost Sub-Table: S.2

Line-item number: **2- Finance & Accounting System**

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates	Total Prices
1	Management Accounting (Budgeting)				
2	General Ledger				
3	Accounts Payables				
4	Accounts Receivables				
5	Imprest Management				
6	Cash and Bank Management				
7	Requisition for Stationeries/consumables/assets				
Subtotals of Item S.2					

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer: _____

Supply and Installation Cost Sub-Table: S.3

Line-item number: **3- Procurement System**

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

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates	Total Prices
1	Formulation of procurement plan				
2	Registration/Prequalification of suppliers				
3	Tendering and Requests for Quotations				
4	Purchase requisition and Purchase Order Management				
5	Goods/Services Receipts and Inspections				
6	Stores Management				
7	Project Administration and Accounting				
8	E - Tendering Requirements				
9	Asset Management System Requirement				
Subtotals of Item S.3					

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer: _____

Supply and Installation Cost Sub-Table: S.4

Line-item number: **4- Human Resource System**

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

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates	Total Prices
1	Organizational Structure				
2	Employee Management				
3	Performance management				
4	Training Management				
5	Leave Management				
6	Compensation and Benefits Management (Payroll)				
7	Self – Service				
Subtotals of Item S.4					

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer: _____

Supply and Installation Cost Sub-Table: S.5

Line-item number: **5- Technical and Administration System**

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

Component No.	Component Description	Country of Origin Code	Quantity	Unit Prices / Rates	Total Prices
1	System servers		2		
2	System Database Software		2		
3	Server Operating System		2		
3	Electronic Document Management System		2		
Subtotals of Item S.5					

Name of Tenderer: _____

_____ Date _____

Authorized Signature of Tenderer: _____

Recurrent Cost Sub-Table– Single lot Procurement -Warranty Period

Costs MUST reflect prices and rates quoted in accordance with ITT 17 and ITT18.

Component No.	Component	Maximum all-inclusive costs (for costs in <i>Ksh.</i> after expiry of 24 months warranty)				Sub-total for Kenyan Shillings
		Y1	Y2	Y3	Y4	
2.	Software Licenses & Updates	Incl. in Warranty				
2.1	System and General-Purpose Software	Incl. in Warranty				
2.2	Application, database, EDMS, and Operating Systems	Incl. in Warranty				
2.3	Database and application servers					
3.	Technical Services					
3.1	Sr. Systems Analyst					
3.2	Sr. Programmer					
3.3	Sr. Network Specialist, etc.					
4.	Telecommunications costs					
5.	Training of Staff					
	Annual Subtotals:					- -
	Cumulative Subtotal (to in the Recurrent Cost Summary Table)					

Name of Tenderer: _____ Date _____

Authorized Signature of Tenderer: _____

QUALIFICATION FORMS

Form ELI-1 Tenderer Information Form

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

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

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

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

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

Form ELI-1 Tenderer's JV Members Information Form

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

Date:

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

ITT No.:

..... *[insert number of Tendering process]*

Alternative No.:

..... *[insert identification No if this is a Tender for an alternative]* Page of pages

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

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

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

Tenderer's Legal Name: _____ Date: _____
 JV member Legal Name: _____
 ITT No.: _____
 Age of _____ pages

Non-Performing Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III, Evaluation Criteria			
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria			
Pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute:	_____

Form EXP - 1 Experience – General Experience

Tenderer's Legal

Name: _____ Date: _____ JV

Member Legal ITT

Name: _____ No.: _____

Page _____ of _____ pages

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

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

5. Form EXP – 2 Specific Experience

Tenderer's Legal Name: _____

Date: _____

JV Member Legal Name: _____

ITT No.: _____

Page _____ of _____ pages

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

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

Tenderer's Legal Name: _____ Page _____ of _____ pages

JV Member Legal Name: _____

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

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

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

Name of Tenderer or partner of a Joint Venture.

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

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

Form FIN – 1 Financial Situation

Historical Financial Performance

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____ ITT

No. _____

Page _____ of _____ pages

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

Financial information in US\$ equivalent	Historic information for previous ____ () years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							

Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

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

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

Historic financial statements must be audited by a certified accountant.

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

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

Form FIN –2 Average Annual Turnover

Tenderer's Legal Name: _____ Date: _____

JV Member Legal Name: _____ ITT No.: _____

Page _____ of _____ pages

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

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

11. Form F-3 Financial Resources

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

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

Personnel Capabilities
Key Personnel

Name of Tenderer or partner of a Joint Venture

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

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

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

Technical Capabilities

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

Manufacturer's Authorization

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

Invitation for Tenders Title and

No.: _____ [*Procuring Entity insert: ITT Title and Number*]

To: _____ [*Procuring Entity insert: Procuring Entity's Officer to receive the Manufacturer's Authorization*]
]

WHEREAS [*insert: Name of Manufacturer*] who are official producers of _____ [*insert: items of supply by Manufacturer*] and having production _____ [*insert: address of Manufacturer*] do facilities at _____ here by authorize _____ [*insert: name of Tenderer or Joint Venture*] located at _____ [*insert: address of Tenderer or Joint Venture*] (hereinafter, the "Tenderer") to submit a tender and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us:

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

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

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

Dated this _____

_____ [*insert: ordinal*] day of _____ [*insert: month*], [*insert: year*]. [*add Corporate Seal*]

(Where appropriate)]

Subcontractor's Agreement

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

Invitation for Tenders Title and No.: _____ [*Procuring Entity insert: ITT Title and Number*]

To _____ [*Procuring Entity insert: Procuring Entity's Officer to receive the Subcontractor's Agreement*]
:

WHERE AS [*insert: Name of Subcontractor*], having head offices at _____ [*insert: address of Subcontractor*], have been informed by _____ [*insert: name of Tenderer or Joint Venture*] located at _____ [*insert: address of Tenderer or Joint Venture*] (here in after, the "Tenderer") that it will _____ submit a

tender in _____ *[insert: items of supply or*
 which _____ *[insert: Name of Subcontractor]* will provide _____
services provided by the Subcontractor]. We hereby commit to provide the above-named items, in
 the instance that the Tenderer is awarded the Contract.

Name *[insert: Name of Officer]* in the _____ *[insert: Title of Officer]*
 capacity of _____ Signed
 _____ Duly authorized to sign the authorization for and on
 behalf

of _____
 : _____ *[insert: Name of Subcontractor]*

Dated
 this _____ *[insert: ordinal]* day of _____ *[insert: month]*, _____ *[insert: year]*.

[add Corporate Seal (where appropriate)]

List of Proposed Subcontractors

	Item	Proposed Subcontractor	Place of Registration & Qualification

Conformance of Information System Materials

Format of the Technical Tender

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

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

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

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

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

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

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

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

Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely tender evaluation and contract award, Tenderers are encouraged not to overload the supporting materials with documents that do not directly address the Procuring Entity's requirements.

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

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

Technical Responsiveness Checklist (Format)

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

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

Beneficiary
: _____ **Request for Tenders No:**
Date: _____
TENDER GUARANTEE
No.: _____

Guarantor
: _____

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

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of () upon receipt by us of the _____ Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

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

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

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

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

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

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

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20 __.

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

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

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

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

[Signature of the Guarantor] _____ [Date]

[Witness] [Seal]

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

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

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

Date:

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

Tender No.: [insert number of tendering process]

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

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

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

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

- Our receipt of a copy of your notification of the name of the successful Tenderer; or
- thirty days after the expiration of our Tender.

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

Signed:

.....
.....

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

.....

Name:

.....
.....

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

_____ [insert complete name of Tenderer]

Dated

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

Seal or stamp

SECTION V: REQUIREMENTS OF THE INFORMATION SYSTEM

A. BACKGROUND

1 NEPAD/APRM Kenya Secretariat/ (The Procuring Entity)

NEPAD/APRM Kenya Secretariat (NAKS) is a Semi-Autonomous Government Agency (SAGA) vide Gazette Notice No.4651 in the State Department for Planning under The National Treasury. It is made up of three (3) directorates: NEPAD Programs Directorate, APRM and Governance Directorate and the Corporate Services Directorate.

NAKS intends to engage a reputable consultant in the provision of a robust ERP solution that meets the Secretariat's requirements. The described processes are typical functionalities required in the ERP solution which are indicative and not exhaustive. The bidder shall undertake scoping to ensure that the proposed ERP solution covers all the requirements, quality standards applicable to each functional area, statutes, rules and regulations applicable to the functions and the international best practice in each discipline.

The proposed solution will cover the below areas but not limited to;

- i Financial Management
- ii Supply Chain Management
- iii Human Resource and Administration
- iv Audit Services
- v System Administration
- vi Integration with EDMS which the bidder must provide
- vii ICT

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

a) FS - (Fully Supported) the application fully supports the requirement without any modifications.

b) PS - (Partially Supported) the application supports the requirement with use of a workaround.

c) CR - (Customization required) the application will be customized to meet the requirement(s).

d) NS - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement

Current Status of the ERP Solution and Business Processes

- NAKS has a small I.T. infrastructure that includes a cable based Local Area Network (LAN) & Wi-Fi, forty (40) computers.
- The network security is centrally controlled by hardware firewall at the Router level. Other security measures in place are implemented through Antivirus. The internet connection is dedicated on fibre connection offered

through Liquid Telecoms Ltd.

- The current payroll is manual and calculated using Excel
- The accounting information is maintained and processed both through MS Office and MS Excel.
- The Information and Communication Technology (ICT) unit provides end-user support to all departments within NAKS
- Filing system is manual, there is no Document Management System in place.

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

Objectives of the assignment

The following are the specific objectives and include: -

- Review of ALL the processes, workflows and any other workflow which departments, divisions shall suggest during the implementation.
- Review the design and implement a web-based Enterprise Resource Planning (ERP) system to automate and integrate all the NAKS's operations/processes.
- Centralize implementation to enforce necessary controls and facilitate integrated end to end solution, accurate and timely reporting. Implement dashboard capabilities to facilitate online status reporting and informed strategic management decisions.
- Integrate with other systems e.g., Mobile Money Transfer, Banks (especially the one the Authority routinely works with), and any other system that shall be found necessary for NAKS operations.
- Improve organizational productivity through the reduction of time spent on managing documents among others.
- Improve organizational productivity through the reduction of time spent on managing documents.
- Integrate and allow Audit analytics, e-document management systems, e-board systems, big data and analytics.
- Ensure successful implementation of system changes and required enhancements
- Ensure availability of existing processing capabilities and timely response to business requests on system support.
- Maintain Business Ready Enhancement Plan (BREP) for the ERP system as required in liaison with NAKS ICT Team.
- Systems support/maintenance services shall include, but not limited to: Systems/applications enhancement to meet new business requirements and processes
- Continual code improvement of the applications

The Scope of Work, Deliverables and Acceptance Process

2.2.1 The Scope

The scope of work includes the end-to-end configuration and delivery of the

ERP solution that consists of all the modules described in well-articulated steps and deliverables identified in this document. In order for the NAKS to get maximum benefit from implementing this system, the successful bidder will be expected to: -

- Supply, install, configure, test, train, commission and support an integrated resource planning system (ERP) with a web interface, database, and functional modules (front end and back end)
- Supply, install, configure, test, commission requisite hardware for the proposed ERP solution
- Setup data validation, data analysis, data extraction, system backup and procedures
- Setup necessary ICT security measures for the ERP System
- Perform any required configurations and support for the systems both at the Production and Disaster Recovery Site environments/instances as needed.
- Perform disaster recover simulations through configuration of the systems/applications and databases at the DR site in collaboration with ICT personnel.
- Provide support in configuration setups for fail over and testing purposes at identified sites/servers
- With the help of ICT team conduct penetration tests on the systems to assess of any vulnerabilities
- Installation, configuration, test and setup of the appropriate software, licenses and kits.
- Supply, install, configure, test and commission of ERP System requirements for scalability
- Integration with existing systems and use of big data and data mining tools to get data from the various systems to validate and give insights
- Migration of relevant data from existing systems.
- Propose and implement a comprehensive training program for all users as agreed with the Authority. (e.g., common users, specialized ICT technical Staff, etc.)
- Train and educate users on all ERP System Modules installed and ensuring they are informed on the modified system components.
- Provision of warranty of twelve (12) months after successful commissioning (go-live) of the system.
- Preparation and timely submission of project reports.
- The bidder will be expected to include business intelligence and reporting module and the features of this module are to be spelt out in the technical documentation
- The system should allow for data capture from source and allow upload of relevant documentation.
- Patching and upgrading of the application systems, their associated databases and portals
- Any additional configurations or modifications to the existing customized modules or reports.
- Handle any new requests from NAKS for development of forms, reports, databases, System enhancements, testing and deployment to

both the Production and DR environments/instances.

- Configuration and modifications/ enhancements of the various systems integrations and associated interfaces.
- Prompt 24/7/365 system service support for all support service requests by NAKS through the ICT team including documented problem reports/solution given from initiation to closure with status tracked to the closure of the request after resolve.
- Unlimited number of technical support cases to restore solution functionality and for general questions related to configuration and operation of the systems
- Provide documentation on all activities, updates, changes and upgrades done on the systems and the associated portals.
- Provide prompt onsite response to requests and optimize downtime of faulty or malfunctioning systems.
- Personnel responding to support, maintenance or emergency requests should be sufficiently competent to resolve the problem or at least identify or isolate the problem.
- Provide technical advice and detailed documentation on issues/request/problems, resolutions and timelines for all requests
- Support installation of patches and upgrades on applications and databases as need arises.
- Perform system enhancements, testing and deploying to the test instance before roll out to the live instance
- Support enhancements of various integrations and interfaces including mobile applications
- Perform remote problem diagnostics, troubleshooting and repair via telephone, the web and/or remote access and in case the issue persists unresolved, provide onsite response within 3 hours.
- Provide a reporting and tracking solution such that each issue reported has a ticket that can be tracked and updated through closure.
- Provide unlimited technical support to restore systems and solutions functionality including clarification of questions related to configurations and operations
- Provide documentation on all activities, updates, changes and upgrades done on the systems
- Ensure successful implementation of system changes and required enhancements
- Perform optimization of application performance and database configurations Provide Quarterly proof of knowledge transfer and documentation
- Provide quarterly reports – reports should have key issues logged, status resolutions and action plan to resolve the outstanding issues

The proposed ERP solution should be able to conform to the following minimum functionalities in each thematic area. The detailed technical specifications/features are captured in next section

Financial Management

- a) General Ledger
- b) Accounts Receivable
- c) Accounts Payable
- d) Payments and Reconciliation
- e) Costing
- f) Cash and Treasury Management
- g) Bank transactions including reconciliation
- h) Budgeting and variance analysis
- i) Assets accounting
- j) Taxation, duties and levies
- k) Banking
- l) Fund Management
- m) Tracking of funds utilization
- n) Preparation of utilization reports
- o) Trial Balance
- p) Cost Centre Accounting
- q) Imprest processing
- r) Internal Order cost controlling
- s) Project management
- t) Statutory reporting- interface with other systems to facilitate statutory reporting

Human Resource Management and Administration

- a) Organization structure and establishment
- b) Employee master database
- c) Recruitment management
- d) Training and development
- e) Payroll administration
- f) Benefits administration
- g) Retirement/resignation/termination and death cases
- h) Human capital planning
- i) Medical insurance and group life assurance
- j) General insurance
- k) Employee transfer, postings and promotion
- l) Leave administration
- m) Performance management
- n) Document management system
- o) Security management and biometric access control
- p) Property management and maintenance
- q) Fleet management
- r) Employee self service
- s) Asset management and distribution

- t) Asset maintenance
- u) Asset tagging and allocation among others
- v) Surveys such as employee satisfaction, work environment, gender mainstreaming among others.

Risk Assessment

- a) Reporting to the Risk Management Committee
- b) Reporting to the Audit and Risk Committee
- c) Integration with the risk management system

Supply Chain Management

- a) Procurement and asset disposal planning
- b) Procurement plan monitoring
- c) Registration of suppliers
- d) Purchase/stores requisition management
- e) Sourcing of goods, works and services
- f) Evaluation process
- g) Preparation of professional opinions
- h) Award of contracts
- i) Procurement and contract management
- j) Contract administration, implementation and monitoring
- k) Inventory management
- l) Supplier performance management
- m) Store issuance and stock taking
- n) Inspection and acceptance
- o) Statutory reporting- with IFMIS among other systems used for statutory reporting
- p) Sale or disposal of assets

Strategic Planning

- a) Development of the strategic plan
- b) Implementation, monitoring and reporting
- c) Evaluation and review
- d) Stakeholder analysis

Performance Contracting

- a) Development of the performance contract
- b) Implementation, monitoring and reporting
- c) Evaluation

Monitoring And Evaluation Process

- a) Planning
- b) Execution
- c) Reporting

Post Implementation Services

- a) Annual Technical Support (ATS) for Application Software and Users
- b) Additional Customization, add-ons setup and upgrade rollout
- c) Supply of additional Licenses for Packaged Solution Modules

KEY MINIMUM FEATURES

A comprehensive ERP business management solution with Web based features and supports Workflow with enhanced graphical user interface for simplicity and ease of use. NAKS looks at acquiring an integrated adaptable and scalable ERP solution that fully supports enterprise-wide Processes and functionality.

- i. Intuitive graphical interface for a short learning curve
- ii. Network ready with multi-user password control
- iii. Web access with full functionality which enables staff's accessibility.
- iv. Employee Self Service
- v. Workflow and Alert Management
- vi. Email Integration
- vii. Integrating with other systems
- viii. Process Workflow, Alerts and embedded Document attachment
- ix. Business Intelligence & Analytics
- x. MIS reports on dash board for different category of users
- xi. Enterprise performance management
- xii. XII. Enterprise information management
- xiii. XIII. Creation of ad hoc query, reporting, analysis, dashboard, and user- friendly information search and navigation functionality,
- xiv. XIV. Installation and configuration of the Business Intelligent Tool
- xv. XV. Ability to create ad-hoc reports
- xvi. XVI. Set up the role-based access for each user

Methodology

The bidder should clearly provide documentation regarding the proposed implementation methodology. This should be framed in terms of the various stages associated with the implementation. In addition, the bidder should identify the tools utilized for maintaining the project schedule and required resources. This should include system design and blueprints.

Knowledge transfer

As part of the implementation process the vendor will train NAKS personnel to gain significant expertise in both the technology used by the application as well as the inner workings and Backend of the application itself. It is our requirement that comprehensive training will be conducted to super users, administrators, developers and end users. Selected users will be trained up to certification level in an accredited institution.

Technology

The bidder must define the technology platform(s) to be used to fully deliver their proposed solution. This should include:

- The proposed ERP System, Module components of the system (Names and Latest versions)
- The application development environment.
- The database System proposed (latest version).

- Operating system supported (latest version)
- Supported Electronic Document Management Solution
- Client or end-user operating systems supported
- Network environment(s) supported
- Hardware requirements proposed

Training

NAKS regards highly the great importance to the training of its staff at different levels including system support, database administrators, developers, operational personnel and end users.

- The successful supplier of the solution will be required to provide training as an essential part of the contract. The supplier will conduct training using the most efficient and effective techniques and use qualified personnel.
- Training for the system administrators and developers must be instructor - led.
- Training for end users will be on-site and scheduled according to the user roles.
- The bidder should include the training program and cost in detail for the training requirements and means to assess its adequacy.
- Training manuals in both soft and hard copies should be provided.

Workflow and Alerts

- Workflow Configuration and Management Alerts
- Custom reporting services enabled through and Business Intelligence and Analytics
- Development and Integration with other corporate Applications Audit Trails, Archiving and automated backups and Restore

Architecture

The System must be based on a Service-oriented architecture (SOA) and web based. This design will provide business agility when implementing enhancements to the system in line with the changing business requirements.

Database

The bidder should be able to supply, configure and commission database that works 100% well with the proposed solution.

Security

The system should adhere to and demonstrate compliance to information security and privacy best practice standards.

Scalability

The system should be robust and scalable to other modules and other 3rd Party enterprises. Ensure full integration to 3rd party business applications by building appropriate connections for all critical interfaces with the new system. These include interfaces (but are not limited to):

- i i. Regulatory authority portals (Tax, Insurance Returns, etc.)
- ii ii. Banking Portals & Systems.
- iii iii. Data Warehouse & Business Intelligence.
- iv iv. Database Management System.
- v v. Other third-party systems.

Warranty

- Demonstrate capability to offer post commissioning support services on warranty basis, within Kenya, for a period of three (3) years after date of commissioning of the system.
- Two (2) year warranty support must be included as part of the proposal.
- Documentation or a clear statement of undertaking, committing the bidder to provide the warranty, must be included in the proposal.
- Bidders must include a sample Warranty Agreement that describes the warranty terms and conditions. During warranty period, the Consultant may be required to work after hours to fix problems that would negatively impact normal operations of the Secretariat.

- The supplier warrants, for the duration of the warranty period commencing from the date of acceptance of each module, that all systems supplied under this contract shall have no defect arising from design or workmanship.
- During the warranty period, the supplier will make available at no additional cost to NAKS all product and documentation updates and new software version releases within 30 days of their availability in Kenya, and no later than 12 months after they are released in the country of origin of the product.
- The supplier hereby represents and warrants that the software as delivered does not and will not infringe any intellectual property rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other transfers of intellectual property rights. The warranties set forth in the contract, and for NAKS exclusively to own or exercise all intellectual property rights as provided in the contract.
- Without limitation, the Supplier shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used for development of the software and fully transfer them to NAKS
- The supplier must commit to surrender full system source code to NAKS on completion of the assignment

IMPLEMENTATION SCHEDULE

As per the needs, requirements, scope and work plan developed and agreed upon by the tenderer and NAKS. However, the implementation should not take more than 12 months.

FUNCTIONAL REQUIREMENTS COMPLIANCE MATRIX

		Priority	(FS, PS, CR, NS)	COMMENTS
1 General Requirement				
1.1	Each module should have a graphical user-friendly interface Each module Must have a consistent interaction mechanism with consistent look and feel.	M		
1.2	The system should be able to work on centralized, distributed and networked (LAN and WAN) environment	M		
1.3	The system should reside on a single server that runs on Microsoft Windows and Microsoft SQL Server	M		
1.4	System Should support multiple company creation	M		
1.5	The system should support multiple concurrent users in mode	M		
1.6	The system should maintain transactions for a minimum of 5 years	M		
1.7	The system should be modular and scalable to grow with NEPAD / APRM Kenya Secretariat needs	M		
1.8	The system should provide for an open architecture to allow for integration with internal and external systems and databases	M		

1.9	Processing of transactions in local and foreign currency based on exchange rate of the day.	M		
1.10	Simple and Intuitive navigation between functions such as drop-down menu driven options for common/known data fields such as names of customers, supplier details, etc.	M		
1.11	Capability to source document/ transactions for more detailed information	M		
1.12	Ability to support relational databases (RDBMS) such as Oracle, My SQL/SQL	M		
1.13	Manage approval of transactions by various users (Multiple levels of authorization)/ approval workflow	M		
1.14	Support responsibility/profit/cost centers'	M		
1.15	Support cost accounting/ distribution of cost to departments/activities	M		
1.16	Support inter-company posting	M		
1.17	Support processing of transactions in batches and real time with approval at various levels	M		
1.18	Support transaction processing with stages approval workflow/ workflow processing/approval procedures	M		
1.19	Automatic population of known fields to reduce data re-entry	M		

1.20	Have an interactive and reliable online help	M		
1.21	Ability to print any information displayed	M		
1.22	System should be user friendly	M		
1.23	Ability for system to set up various parameters that are user specific (data classifications, formulae)	M		
1.23	Have a report generator facility allowing for the generation of standard and non-standard reports.			
1.24	Ability to allow for remote access to the System through a standard web browser, thin client or any other efficient method.	M		
1.25	The System MUST provide a facility for output/reports to be directed either to a printer, screen or file or specific email account.	M		
1.26	Facility to set and maintain authorization access for data entry, validation, update, inquiry and report production	M		
1.27	The System should be able to keep time stamped logs of all users' activities on the system.	M		
1.28	Comprehensive audit trail features including a facility to monitor system usage both online and in hard copy, showing system activity by: User ID; screen or file or specific email account. Activity (before and after image); and Changes report capturing all the above.	M		
1.29	The System MUST have audit trail/log capabilities and allow generation of hard copy management an audit reports detailing the transactions, master file changes and system maintenance activities, etc.	M		

1.30	option and auto configuration to enable confirmation and that all ledgers are in balance.	M		
1.31	Security back-up capabilities inbuilt within the system to allow complete the restoration and recovery.	M		
1.32	The system MUST provide for a minimum amount field of 999,999,999,999,999.99 for data entry, reporting and screen display values. Provide details of number of characters for key fields (account codes, vendors, customers, descriptions field, amounts etc.).	M		
1.33	The system should be able to operate entirely or selectively as; A stand-alone application (thick client); A networked application (thin client) Via Web Portal A combination of the above; and (Server/RDBMS/Client).	M		
1.34	Extensive “drill-down” and “navigation” functionality to allow the following of all inter-related data through the system from a single enquiry within the constraint of the user’s security profile.	M		
1.35	Following input, data is immediately available across all modules of the system	M		
1.36	System MUST provide for data encryption over the network.	M		
1.37	Daily management reporting to enable confirmation of system integrity and that all ledgers are balanced.	M		
1.38	Ability to handle versatile reporting queries from users.	M		

1.39	Generate standard and customized reports. Automatically refresh when an underlying data is changed.	M		
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1.40	Ability to configure the layout standard reports. Possibility of including the organization's logo on a standard report.	M		
1.41	Ability to transform existing data in a report into chart or graph.	M		
1.42	Ability to create reports and export them to MS Word, MS Excel, Email or PDF or universal standard formats. The system should also be able to accept imports of data from other formats.	M		
1.43	Ability to generate Alerts, notifications, "Status Flags" for deadlines, meetings and reports or other time related actions.	M		
1.44	System should have inbuilt capability to handle workflows.	M		
1.45	Ability to predefine the generation of automatic reports for example weekly, monthly, quarterly, annually.	M		
1.46	Ability to easily setup user-defined (ad hoc) reports.	M		
1.47	Ability to generate Barcode for selected assets	M		

FUNCTIONAL REQUIREMENTS:

The Functional requirements for the ERP System are structured into Functions as follows in order of implementation priorities:

- Finance and Accounting
- Human Resource Management
- Supply Chain Management

Each requirement includes a description of the business objectives and the reporting features that have to be met. These detailed functional requirements are the standard necessities for the ERP system.

FINANCE AND ACCOUNTING

The objective of this function is to provide an effective-, efficient and user-friendly method of performing finance and accounting operations of NEPAD/APRM Kenya Secretariat in order to meet statutory disclosure, accountability and internal management objectives in line with the best practices. The function also includes: Perform budgeting and reviewing financial, operational and managerial practices;

Process tracking of various transactions across the Secretariat including, but not limited to, expenses, assets, management allocations and other non-financial but relevant information etc.;

Provide timely and accurate financial information by program or specific activity in order to satisfy the different needs of statutory reporting, budgeting and management of the Secretariat

Enable timely consolidation of the financial information of the Secretariat at the end of each accounting periods and periodically;

Enable overall standardization of financial documentation and information and promote compliance with internationally recognized financial accounting standards.

No	General Requirements	Priority	(FS, PS, CR, NS)	Comments
1.1	Provide an interface that allows cash receipts captured in the system to be automatically reflected on the G/L and cashbook on a real time basis	M		
1.2	Provide a common chart of accounts across the departments but allow flexibility in definition of account codes to allow	M		

	reporting at departmental level			
1.3	Ability to flag prepayments to show periods they relate to (and system creates required entries)	M		
1.4	Ability to edit existing journals	M		
1.5	Ability to support reversal of journal entries	M		
1.6	Ability to compare invoices relating to specific period (based on invoice date and date processed) with the related accrual that were made previously to try gauge the accuracy of accrual processes	M		
1.7	Facility of an extended narrative to describe what should/should not get posted to particular G/L accounts	M		
1.8	Ability to “Attach” scanned supporting documents to entries	M		
1.9	Ability to drill down from GL entries into supporting documentation/transactions	M		
1.10	(may be multi-level drill down) to see original entry Allow nominated GL accounts to be only updated by subsidiary ledger transactions and blocked from journal entries.	M		
1.11	When making queries, ability to filter and sort transaction entries on every field, and to filter based on multiple criteria	M		
1.12	Provide a flexible and customizable user interface	M		
	Provide a robust and fault tolerance error			

1.13	management functionality that ensures data integrity and prevents incomplete entries or corrupt data e.g. if power failure in the middle of processing a transaction	M	
1.14	Allow seamless integration with MS Office applications specifically MS Word and MS Excel as well as Outlook	M	
2.	FINANCIAL REPORTING (Provide the following reports:		
2.1	Trial Balance	M	
2.2	Income Expenditure Statements/ Statement of financial performance	M	
2.3	Balance Sheet (Statement of Financial position)	M	
2.4	Cash Flow Statement	M	
2.5	Quarterly reports to treasury : Should provide variance and comparison in current period expenditure and income with prior periods. Treasury provides standard template forms for these reports-IPSAS Accrual Template	M	
2.6	Monthly Management Report: This should be a financial report for each vote in the Ledger for the purpose of budget monitoring	M	
2.7	Ability to generate Budget report	M	
2.8	Ability to generate management accounts for statutory accounts reports from the	M	

ledger. Allow for Tax computation and analysis

	Allow for creation of customized reports to			
2.9	serve various funding sources requirements	M		
3	BUSINESS ANALYTICS			
3.1	Support for business intelligence	M		
3.2	Ability to define key performance indicators and monitor them through reporting and analysis tool e.g., include performance on actual expenditure vs budget, ratio of recurrent to development expenditure, rate of cost reduction	M		
3.3	Ability to preview report before printing	M		
3.4	Ability to use multiple querying capabilities to feed the results of one query into another and roll them up into a single report	M		
3.5	Ability to reprint documents invoices, memos, receipts	M		
3.6	Ability to support analysis of financial reports using graphs and charts	M		
3.7	Ability to support business intelligent reporting in inventory, payables and receivables including graphical presentation	M		
4	SECURITY AND CONTROLS			
4.1	Allow user access to be controlled at numerous levels	M		

4.2	Ability to maintain detailed and summary transaction history by account with audit trail showing who, when and why	M		
4.3	Ability to query audit trails by transaction, by user, by account or GL code etc. for both transactions and standing data	M		
4.4	Ability to log reversal or corrections without allowing complete deletion	M		
4.5	Allow definition of roles with different system permissions which can be assigned to user accounts to ensure segregation of duties including segregation between transaction creator and approver roles	M		
4.6	Ability to secure financial and reporting information to appropriate individuals associated with specific departments, roles or functions	M		
5	GENERAL LEDGER			
	Chart of Accounts			
5.1	Customizable charts of accounts	M		
5.2	Allow reclassification of charts of accounts/GL	M		
5.3	Support segmented general ledger	M		
5.4	Support a variety of journal processing options	M		
5.5	Support journal to be grouped and processed in batches ensuring verification and	M		

	authorization			
5.6	Capability to Import/export transactions data from/to MS Excel	or M		
5.7	Support processing of taxes (VAT, Withholding Taxes and other taxes)	M		
5.8	Require approval of transaction before posting	M		
5.9	Handle general journal and recurring journals	M		
5.10	Manage recurring transactions	M		
5.11	Categorize income and expenses at various levels (grouping, subgroups)	M		
5.12	Ability to define the chart of accounts in such a manner that accounts balances can be tracked by the following dimensions: <ul style="list-style-type: none"> a) Company Name b) Department/Cost Center c) Sub department /Cost Center d) Main GL accounts/sub-ledger e) Projects f) Location, etc. 	M		
5.13	Ability to show budget allocation/balance at	M		

	entry of transaction			
5.14	Ability to display fields that fully describes the transactions	M		
5.15	Ability to print GL in a specified period	M		
6	ACCOUNTS PAYABLE			
	Invoice Processing			
6.1	Ability to maintain vendor data base	M		
6.2	Ability to pay vendors	M		
6.3	Ability to set recurring bills	M		
6.4	Ability to set reminder for when a bill is due	M		
6.5	Ability to track unpaid bills	M		
6.6	Ability to pay from an account	M		
6.7	Allow for generation of payment voucher entry	M		
6.8	Ability to prepare Payment Voucher and forward for Cheque writing	M		
6.9	Ability to assign payment voucher numbers automatically	M		
6.10	Ability to approve Purchase Orders on the system	M		

6.11	Ability to write Cheques	M		
6.12	Ability to carry prepaid and accrued expenses into a new year	M		
6.13	Ability to distribute expenses to multiple accounts per line item	M		
6.14	Ability to generate alerts on approved documents	M		
7	Payable Analysis			
7.1	Ability to mark an invoice/voucher as held with appropriate approval	M		
7.2	Ability to prevent duplicate invoice numbers per supplier	M		
7.3	Ability to raise debit memo	M		
7.4	Ability to settle payments			
8	Produce Cash flow Projections			
8.1	Ability to show how much you owe	M		
8.2	Produce past due payables report	M		
8.3	Ability to project annual cash flows after one year of data is collected	M		
8.4	Ability to merge and report actual/historical cash flow utilization and future cash flow projection	M		
8.5	Ability to merge bank/cash accounts with respect to cash flows	M		
9.	Support partial payment of Specified Invoices			
9.1	Ability to select specific invoices for	M		

	payment			
9.2	Ability to select specific suppliers for payment	M		
9.3	Ability to pay a designated percentage of the total due	M		
9.4	Ability to capture invoice date as well as a receipt date	M		
10.	Tax Processing			
10.1	Ability to account for, analyze and report on input and output VAT	M		

10.2	A VAT analysis should be available over a user defined period	M		
10.3	<p>The system should support Withholding tax and therefore have;</p> <ul style="list-style-type: none"> a) Ability to compute withholding VAT and withholding tax and post them to relevant GL accounts b) Ability to classify customer/suppliers and services/products as VAT exempt or VAT chargeable c) Ability to generate periodic report on withheld VAT showing details of tax withheld by supplier and invoice and total for the period d) Ability to generate periodic report on withheld tax showing details of tax withheld for each payment and total for the month e) Ability to set tax tables and update them when rates change 	M		
11	BUDGETING			
	Budget Creation			

11.1	Ability to capture budget by:			
11.2	Month, Quarter and Year	M		
11.3	By GL account, department and Cost Centre	M		
11.4	Ability to generate new budget based on prior year budget and apply a percentage increase or decrease	M		
11.5	Ability to prepare both expense budget and revenue budget/forecasts	M		
11.6	Ability to store historical budget data	M		
11.7	Ability to store multiple "proposed" budgets	M		
11.8	Allow automated conversion of "proposed" budget to actual budget	M		
11.9	Ability to reallocate budgets. This should require on-line approval	M		
11.10	Ability to support top down and bottom up budgeting	M		
11.11	Ability to create balance sheet, profit & loss, cash flow and capital budgets	M		
11.12	Ability to monitor expenses against the budget per department per GL account	M		
11.13	Ability to provide comprehensive audit trail of changes to a budget	M		
11.14	Ability to revise and approve a new budget	M		

11.15	Ability to synchronize budget with current GL structure and changes to cost Centre's & departments	M		
11.16	Ability to reallocate budget items with appropriate audit trail	M		
12.	Reporting/Analysis			
12.1	Ability to generate budget vs actual reports across multiple levels e.g., departmental, GL codes etc.	M		
12.2	Ability to factor commitments e.g. open purchase orders in carrying out analysis of budget against actual	M		
12.3	Ability to import/export budgets or budget information from/to spreadsheet	M		
12.4	Ability to create z budget analysis reports	M		
12.5	Ability to compare current year actual/budget/forecast month & year to date, previous year actual/budget month & Year to date at any level, department, GL code.	M		
13	Expense Reporting			
13.1	Ability to support expense policy definition and compliance e.g., approval limits for expenses	M		
13.2	Ability to upload expenses from excel sheet	M		
13.3	Reports <i>Provide expense reports grouped by;</i> i) Individual ii) Expense item iii) Cost Centre iv) Department	M		

13.4	Ability to support expense reporting and analysis by vote	M		
13.5	Ability to consolidate individual expenses into departmental expense report	M		
14	CASH MANAGEMENT			
	Banking & Cash Management			
14.1	Ability to support the following Bank Master details: a) Bank Country Code b) Bank Code & Name	M		

	c) Branch Code & Name			
14.2	Ability to specify which bank accounts the money goes to	M		
14.3	Deposit payments to bank accounts	M		
14.4	Ability to print deposit summary of deposits records	M		
14.5	Ability to define petty cash limits in the system. The system should not allow petty cash accounts to exceed defined petty cash limits	M		
14.6	Import Bank statements into the system	M		
14.7	Create and manage multiple cashbooks	M		
14.8	Manage cash and banking activities	M		
14.9	Handling receipts and payments transactions through cash books	M		
14.10	Perform bank reconciliation (Auto and Manual)	M		

14.11	Cash flow management	M		
15	Cash book Processing/Receipting			
15.1	Ability to process receipts	M		
15.2	Ability to process cash book journals	M		
15.3	Define payment methods (e.g., Cash, cheque, EFT,)	M		
15.4	Track bank deposits/ remittances	M		
15.5	Create payment categories for all payment classes	M		
15.6	Support inter-bank transfers	M		
15.7	Store historical data for all payments	M		
15.8	Ability to set up payment tolerance levels and reason codes for writing off payment differences	M		
15.9	Ability to process and record manual payments	M		
16	Reconciliation Processing			
16.1	Ability to carry out/run cashbook/bank reconciliation procedures	M		
16.2	Ability to support automatic cashbook/bank reconciliation	M		
16.3	Ability to support EFT payments to vendors by providing an Automated interface to the EFT system	M		

17	Reports			
17.1	Ability to provide detailed reports on:	M		
17.2	Reconciliation differences Daily reconciled cashbook position Reconciled items and un-reconciled Mismatched items Ability to generate cash book detailed report-receipts, payments and adjustments	M		
17.3	Generate bank reconciliation report	M		
17.3	Ability to print outstanding transaction reports	M		
17.4	Ability to import bank statements	M		
18	Payment			
18.1	Payment handling with approval workflow	M		
18.2	Print Cheques with numbers referenced to cashbooks	M		
18.3	Print payment vouchers fully capturing details of payment	M		
18.4	Allow reimbursement/refund of expenditure incurred	M		
18.5	Generate payment list for bank funds transfer	M		
18.6	Auto posting of transactions to relevant expenditure accounts	M		
18.7	Check for duplicate payment numbers	M		

18.8	Create payment structure for accommodation and subsistence allowance	M		
18.9	Post payment transaction to journals/ ledgers	M		
19	Asset Management			
19.1	Ability to maintain a Fixed Asset Register- (Fixed Asset Movement Schedule	M		
19.2	Ability to compute periodic depreciation	M		

HUMAN RESOURCE MANAGEMENT AND DEVELOPMENT:

Human Resource Management and Development is a functionality that NEPAD/APRM Kenya secretariat requires on the ERP system to efficiently manage the human resources, track employee information and organize data according to different types of information e.g., experience, skills, education, training etc.

In addition, the Secretariat will store personal information, track job openings in the organization and keep, track of benefits and record and monitor staff leaves and absences.

GENERAL REQUIREMENTS		PRIORITY	COMPLIANCE (FS, PS, CR, NS)	COMMENTS
Feature	Description			
Accessibility	Web based (Initial will start locally)			
System Integration	Required modules should be able to integrate with other such as GOK's IFMIS			
Modules	Human Resource and Payroll			
Audit trails	Comprehensive audit trails and alerts to prevent errors and mistakes in all systems			
Licenses	User licenses which different users can utilize with the acquired licenses			
Back up	Scheduled back up			
Reports	Statutory and user defined reports for each module			

Queries				
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MODULE	DETAILS	PRIORITY	COMPLIANCE (FS, PS, CR, NS)	COMMENTS
Personnel	HR Master data	M		
Management	Personnel Administration	M		
	<i>Capture items such as and not limited to;</i>			
	Name, date of birth, county of birth, religion, job grade, job title, department, gender, marital status	M		
	Staff postal address, mobile number, name of kin, relationship, residential address and email address	M		
	Separate next of kin and beneficiaries	M		
	Important dates (date of birth, date of appointment, date of retirement, date joined pension, termination medical, dates, dates of salary stoppage etc.)	M		

	Employee asset assigned list (Not limited to MAC address of computers issued)	M		
	Date of joining, last employer, position held, date left, last salary	M		
	Date of Confirmation	M		
	Images support documents, certificates	M		
	Growth in career-position held over	M		

	time			
	Qualifications-academic, year of graduation, professional & organization sponsored courses	M		
	Spouse, dependents and dates of birth	M		
	Alerts for confirmation, promotion, retirement	M		
	Membership to Professional bodies	M		
	ID/Passport, PIN, HELB, NSSF, Bank, Personal / Employment Number	M		
	Reason for Exit (Mandatory retirement, 50-year rule, dismissal, resignation, medical grounds, death, reorganization and abolition of office)	M		
	Link names of staff to all modules for any information required	M		
	Benefits	M		
	Salary Administration with payroll Module	M		
	Ability to customize any other required details	M		
Remuneration Management	Basic Salary	M		
	Commuter/Transport Allowance	M		
	Telephone/Airtime Allowance	M		
	House Allowance	M		
	Entertainment Allowance	M		
	Domestic Allowance	M		
	Extraneous Allowance	M		

	Special Duty Allowance	M		
	Responsibility Allowance	M		
	Special/ Legal Allowance	M		
	Acting Allowance	M		
	Non-Practicing Allowance	M		
	Honoraria	M		
	Leave Allowance	M		

Organization Management	Organization Information	M		
	Organization Manuals (HR, Career Guideline, Discipline, Training)	M		
	Organization Calendar	M		
	Position Titles	M		
	Departments & Divisions	M		
	Rules & Regulations	M		
	Committees	M		
	Job Descriptions	M		
Leave & Attendance	Annual Leave Planner	M		
	Categories of Leave	M		
	Pending Leave & Schedule	M		
	Posted Leave Schedules	M		
	Allocation of Leave	M		

	Leave Forms	M		
	Leave Requisition	M		
	Leave Approval/Rejection	M		
	Leave Adjustment	M		
	Leave Commutation	M		
	Leave report, E-mail Notification and Dashboard	M		
Performance Management	Define Appraisal Types as per NEPAD/APRM Kenya Secretariat Requirements	M		
	Define Appraisal periods as per NEPAD/APRM Kenya Secretariat Requirements	M		
	Link to Personnel Management Module	M		
	Link to Remuneration Module	M		
	Link to Promotion & Rewards Policy	M		
	Link to Training & Development Module	M		
	Define skills & initiate review and rating by an employee and manager to evaluate	M		
	Capture Performance Management template specific to NEPAD/APRM Kenya Secretariat (ability to define position objectives, key performance indicators, weighing performance categorization, performance targets, departmental job rotation levels, point ratings and calculating salary increments as per different criteria	M		

	set)			
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Training & Development	Should be linked with other required modules	M		
	Training Needs Analysis linked to Performance Management	M		
	Training Cost	M		
	Training Schedule	M		
	<i>Should also capture:</i>	M		
	Different types of courses-Internal or External that are required or offered	M		
	Skills Inventory	M		
	Records of accredited training Institutions	M		
	Staff trained with the course and cost	M		
	Link to budgets, compute utilization and department allocation	M		
	Actual individual costs on training	M		
	Online training requests	M		
	Professional Courses/CPDs offered to NEPAD/APRM Kenya Secretariat staff	M		
	Alerts on training schedules	M		
Documentation Information Training (DIT) reports	M			
Recruitment	Approval and justification to fill the vacancy-linked to Organization management Module	M		
	Applicant database	M		
	Staff Establishment			
	Interview scheduling	M		

	Candidate/Applicant history	M		
	Shortlist using resumes parsing to read resumes and keywords	M		
	Linked to all other applicable Modules	M		
	Online vacancy application Form	M		
	Provide automation of replying letters at different stages of shortlists/interviews e.g., regrets, invitations	M		
	Capture details of advertising	M		
	Capture date of reporting	M		
	Capture recruitment turnaround time	M		
	Calculate and automatically alert	M		

	confirmation dates			
	Reports on verification of certificates and references	M		
	Hiring approvals and transferring employees to Personnel Management Module once hired	M		
Employee self Service	Print Pay slips, for past and current Months	M		
	Submit claims and benefits	M		
	View and update personal records	M		
	Upload certificates	M		
	Submit leave applications and make leave enquiries	M		
	Enroll for training and check training schedules	M		
	Download forms and approved	M		

	templates for HR administration from Organization Management			
Medical Scheme Management	Administration of Medical Schemes	M		
	Service Provider records- Doctor/Hospital/Pharmacy	M		
	Monitoring of Financial Transactions for Employee and Dependents	M		
	Claim Reports & reimbursements	M		
Disciplinary Management	Link with other required modules	M		
	Disciplinary case ratings and Classification	M		
	Disciplinary remarks	M		
	Disciplinary cases	M		
	Disciplinary actions as per HR Policy	M		
	Withholding salary, stoppage of salary, surcharge and reinstatements, release of salary	M		
	Warning letters including show-cause	M		
	Report & History	M		
Payroll	Administration-monitor changes made in the system and notify when changes are done beyond an acceptable level	M		
	Direct integration into other applicable HR, Finance Modules (e.g., Benefits, Leave, Expenses-Imprest, Performance Management) & GOK's IFMIS	M		
	Granular user defined payroll groups-different levels of access and	M		

	processing rights to ensure complete confidentiality			
	Electronic pay slip through E-mail	M		
	Auto calculation of salary advance limits	M		
	Comprehensive audit trails and alerts to prevent errors and mistakes in payroll processing	M		
	Provide simulated trial payroll runs	M		
	Electronic Bank payments	M		
	Support for Salary adjustments for year -end closing and tax annualization based on Government Rules	M		
	Chart of Account and User defined GL Interface -payroll information needs to be integrated/exported to Finance Module	M		
	User defined Earnings/ Deductions/ Benefits	M		
	Provide for Pension deduction to individual and sponsored schemes	M		
	Provide for approved tax reliefs	M		
	Loans Management	M		
	Net to Basic/ Basic to Net Calculations	M		
	Establish and maintain deduction codes tables-allow unlimited number of codes	M		
	<i>Mandatory Deductions:</i>			
	Allow calculations based on percentage, flat rate, table and formula	M		
	Load specified deductions based on	M		

benefits table (i.e., pension, Sacco dues etc.			
<i>Non-Mandatory Deductions:</i>			
Allow pre-tax and post-tax Deductions	M		
Calculations based on percentage, flat rate, table and formula	M		
Accommodate start/stop for Deductions based on target amount or future dates	M		
Maintain history of deductions	M		
Allow ad hoc entry of deductions	M		

Manual entry and overrides-provide for exclusions e.g., PAYE and Pension	M		
Reminder & alerts-confirmation dates, retirement dates, reprocessing of changed payroll records etc.	M		
Provide comprehensive and configurable reports (data & graphical form) for all payroll functions	M		
Ability to export data to Excel & Word	M		
Automatic E-mailing of pay slip	M		
Have an online banking/EFT interface facility to enable direct electronic communication with external institutions	M		
A flexible-user definable reporting facility – for statutory reporting	M		
Link to Finance Module and maps to expense Accounts, Liability Accounts & Debtors accounts for Loans &	M		

Advances			
Link to Personnel Management Module	M		
Document tracking and approval facility i.e. final payroll processing run approval	M		
Have lump sum payment facility for different structures with user definable formula e.g., Gratuity, Contract, casual and Allowances	M		
Statutory reports	M		
<i>Should Capture:</i>			
Unlimited deductions-Loans and reports on status	M		
Load and compute loan interest based on fixed and reducing balance on Principal	M		
Benefits taxable and non- taxable	M		
Terminal benefits; pension and Gratuity	M		
Payroll individual messages	M		
Allow payment to Board, Committee Chairpersons and Committee members and deduct PAYE on sitting allowance, Honoraria etc.	M		
Ability to query data and generate	M		

Reports			
Produce reports for NHIF, NSSF, PAYE, HELB, LOANS' ADVANCES , SACCO CONTRIBUTION, INSURANCE DEDUCTIONS and other staff deductions	M		
Ability to provide P9 Forms for Tax returns - Print/Email P9 Forms, P10A, P10 and data format for KRA online submission	M		

PROCUREMENT AND INVENTORY MANAGEMENT

NEPAD/APRM Kenya Secretariat seeks to increase its supply chain transparency, improve execution and achieve a low total cost of ownership. The ERP system is intended to integrate procurement, inventory, logistics, warehousing and distribution functions with financial management and other business processes.

This will help ensure that accurate, up-to-date information is accessible to people who need it throughout the organization and among the vendors/partners. The solution should be flexible and modular in structure enabling the addition of new or custom functionality over time to match the evolution of business & procurement processes.

1.0	GENERAL REQUIREMENTS	PRIORITY	COMPLIANCE (FS, PS, CR, NS)	COMMENTS
1.1	Ability to distribute costs to multiple G/L Accounts based on pre-set percentage split	M		
1.2	Ability to allocate costs to particular directorates, divisions and units	M		
1.3	Ability to handle expense and capital purchases	M		
1.4	Apply corporate format, logos and designs for all forms of the LPO so that individuals do not adjust the corporate standards. Provide a facility for printing to a high quality that does not require pre-printed stationery	M		
1.5	Ability to archive LPOs, without deleting them	M		
1.6	Ability to view information relating to enquiries, quotations, purchase orders and delivery progress with easy access and user-friendly	M		
1.7	Ability to capture terms and conditions and print with LPOs	M		
1.8	Ability to maintain detailed audit trails on all Transactions	M		

1.9	Ability to integrate with GOK e-procurement National Treasury Suppliers System	M		
2.0	SUPPLIER MAINTENANCE			
	Ability to maintain the following vendor information: a) Vendor Name b) Multiple Contact name c) Multiple Vendor address d) Postal Address e) E-mail address f) Multiple phone numbers g) Default payment/Credit term h) Default Currency i) Multiple Vendor Bank Account Number j) Default delivery options k) Product description/Category	M		
2.1	Ability to classify Vendors e.g. YAGPO, WOMEN, PWDs etc.	M		
2.2	Ability to maintain Supplier Register/List	M		
2.3	Ability to flag a supplier as active or inactive	M		
2.4	Ability to provide enquiry access to users with necessary authorization	M		
2.5	Ability to facilitate for one-off(cash, miscellaneous) supplier accounts subject to approval/authorization levels	M		
2.6	Ability to attach text to a supplier account for historical information or any other purpose	M		
2.7	Ability to track annual review of suppliers with contracts	M		
2.8	Ability to maintain detailed audit trails on changes to the supplier master data	M		
2.9	Provide system generated supplier numbers	M		

2.10	Ability to support multiple payment methods per supplier	M		
2.11	Allow for multiple creditor control accounts in the GL based on supplier categories	M		
2.12	Ability to support quick supplier review with; a) Outstanding balance b) Last payment date c) Last payment amount d) Invoices paid e) Last purchase date f) Last purchased amount g) Year to-date purchases h) Purchases in previous years i) Year to-date purchases	M		
2.13	Analyze expense accounts by supplier	M		
2.14	Ability to support vendor specific payment terms	M		
2.15	Reporting			
2.16	Report on Supplier balance	M		
2.17	Provide a consolidated report on expenditure per Supplier	M		
3.0	PROCUREMENT PLAN			
3.1	Ability to capture departmental procurement needs in the system	M		
3.2	Ability to link procurement plan to budget	M		
3.3	Provide at least two levels of approval for the procurement needs	M		
3.4	Ability to consolidate the approved procurement needs into the annual procurement plan	M		

3.5	Provide at least two levels of approval for the procurement plan	M		
3.6	Ability to check if the item being procured is in the procurement plan at the point of raising a purchase requisition or purchase order	M		
3.7	Ability to change the procurement plan with approval	M		
4.0	Procurement Plan Reporting			
4.1	Provide a report on all items procured	M		
4.2	Ability to track and report on purchasing trends against the procurement plan	M		
4.3	Provide a report on items procured but not in the procurement plan	M		
4.4	Ability to retrieve purchase orders or tender documents related to a requisition	M		
5.0	ORDER MANAGEMENT			
5.1	Ability to convert quotation/requisition to purchase Order	M		
5.2	Ability to create/generate Local Purchase Order/ Service Orders for goods and services assigning auto-generating numbers	M		
5.3	Ability to allow online user order requisitions	M		
5.4	Ability to give alerts on approved order Requisitions	M		
5.5	Ability to generate pending orders and give Alerts	M		
5.6	Ability to set minimum reorder levels and Prompt reordering	M		
5.7	Ability to set preferred suppliers	M		
5.8	Ability to link the order to supporting Documents e.g. quotations, minutes, requisitions etc.	M		
5.9	Ability to forward approved orders to suppliers	M		

	on E-mail			
5.10	Ability to create purchase order for service contracts with vendor	M		
5.11	Ability to create long term contracts in the system	M		
5.12	Ability to create replenishment automatically for specific items with respect to the inventory norms defined i.e. safety stock, reorder level, inventory turns	M		
5.13	Provide Inventory Module to facilitate constant monitoring of reorder levels for restocking, and trigger alerts	M		
5.14	Ability to track LPOs by vendor, service provider, department, order date, requested delivery date and order number	M		
5.15	Ability to cancel an order	M		
5.16	Ability to view available inventory at LPO entry	M		
5.17	Ability to scan and attach relevant documents to LPO	M		
5.18	Ability to define LPO line types (i.e. service, goods, fixed assets etc.)	M		
5.19	Ability to create a new LPO based on procurement plan	M		
5.20	Ability to route order authorization based on the	M		
	value of the order			
5.21	Ability to capture information required on the purchase order such as – Supplier Number, supplier name, address, contact details, product, code(s), product description(s), quantity, cost, tender number, delivery date, due date, VAT, payable etc.	M		

5.22	Facility for adding text notes to purchase order,(as total) or to individual line items, e.g. further specification of product, delivery information	M		
5.23	Flexibility to effect price on purchase order according to terms agreed to with supplier i.e. price effective if within a certain period or price effective if a certain quantity is purchased	M		
5.24	Ability to modify purchase order with Appropriate authorization-same approval process as creating a new purchase order to be followed	M		
5.25	Ability to enter price, payment terms, special discounts, delivery instructions, delivery schedule etc. in purchase order/release	M		
5.26	Ability to set receiving tolerance limits in purchase order	M		
5.27	Ability to match requirements in the purchase order	M		
5.28	Ability to search for orders on a number of criteria, e.g. Order number, supplier, Product category, expected delivery date	M		
6.0	GOODS RECEIPT			
6.1	Ability to support blind receiving	M		
6.2	Ability to match goods received note to Purchase Order	M		
6.3	Support for multiple and partial receipts against the same purchase order or service order	M		
6.4	Ability to process goods returns e.g. if rejected by Inspection Committee	M		
7.0	INVOICE VERIFICATION			
7.1	Ability to match quantity on an invoice to a Goods receipt and Purchase Orders	M		
7.2	Ability to match value on an Invoice to Goods receipt and Purchase Order	M		
7.3	Report on Stock issues per department or User	M		
8.0	REPORTING			
8.1	Ability to query/report on all LPOs in different status	M		
8.2	Ability to extract reports on purchasing history of items showing changes to pricing	M		

	for a user defined period e.g. last year, 1 st Quarter etc			
8.3	Ability to run report noting outstanding orders(by date period e.g. due next month) and issue to supplier for them to update order status	M		
8.4	Ability to receive goods and generate a system goods receipt note	M		
8.5	Provide a report of all requisitions for a specific period	M		
8.6	Provide a report of all pending requisitions as at a certain date showing how long they have been pending	M		
8.7	Ability to generate a standing letter subject to approval advising supplier of success/failure of Quotations	M		
9.0	STORES ITEM MAINTENANACE			
9.1	Ability to setup and maintain item codes with different segment	M		
9.2	Ability to maintain the following information for items BUT not restricted to: <ul style="list-style-type: none"> a) Item Code with Alphanumeric support b) Item Description c) Purchase lead time d) Supplier/Vendor code e) Default purchase unit of measure f) Minimum, Maximum, Order Stock levels g) Items Status (Active, Obsolete etc.) h) Expiry Date i) Serial Number j) Price 	M		
9.3	Ability to group items into categories and sub-categories	M		

9.4	System to be capable of linking supplier item code with the item code in the item master	M		
9.5	Ability to maintain conversions between units of measure	M		
9.6	System should have provision for Serial number control of items	M		
9.7	Ability to set up multiple units of measure for each item and automatically convert from one to another	M		
9.8	Ability to view quantity balances per item to view information relating to enquiries, quotations, purchase orders and delivery progress with easy access	M		
9.9	Ability to maintain audit trail of changes to inventory data	M		
9.10	Ability to maintain price details per item	M		
9.11	Ability to link items to their suppliers in the system			
9.12	Ability to capture documents with technical specification of items in the system and link them to the item	M		
9.13	Storage Location			
9.14	Ability to support creation of multiple warehouse/storage locations and attach type/categories of transactions which location can support	M		
9.15	Ability to define bin locations and assign items to bins	M		
10.0	STORES RECEIVING			

10.1	Ability to match goods received note to order, supplier, product specification and quantity	M		
10.2	Support for multiple and partial receipts against the same purchase order or service order	M		
10.3	Ability to generate goods receipt note with facility to amend/reprint as necessary	M		
10.4	Ability to process good returns e.g. if rejected by Inspection Committee	M		
11.0	STORES ISSUES			
11.1	Allow for the storekeeper to issues items on the system and record actual issue of items based on approved store requisition	M		
11.2	Ability to generate system stock issue voucher	M		
11.3	Ability to update stock balances based on stock issues	M		
11.4	Ability to retain history of approved and issued stock requisitions	M		
11.5	Report on approved stock requisition yet to be issued	M		
11.6	Report on stock issues per department or User	M		
12.0	STOCK TAKING			
12.1	Ability to generate stock taking sheets from the system	M		
12.2	Ability to generate stock adjustments based on results of the stock take	M		
12.3	Ability to report adjustments made as a result of stock takes	M		
12.4	Ability to carry stock take by category of items to provide flexibility to carry stock takes for different items different times	M		
12.5	Ability to perform a re-count if the stock difference is beyond pre-defined limits	M		

12.6	Ability to identify type of physical count adjustments as; Shortage/Excess, Damaged(with %age damage), Non usable items(scrap) etc.	M		
12.7	Ability to define the cycle count frequency per item, e.g. Quarterly, Bi-annual, Annually	M		
12.8	Ability to freeze normal inventory transaction during physical stock take	M		
12.9	The system should post the stock adjustment only after approval in system	M		
13.0	STORES ITEM ACCOUNTING			
13.1	Ability to generate accounting entries in real time for inventory transactions like issues, receipts and adjustments	M		
13.2	Ability to transfer accounting entries to General ledger, in both summary and detailed formats	M		
13.3	Ability to view accounting entries associated with inventory transactions	M		
13.4	Ability to categorize stock items form the purpose of posting to the GL	M		
13.5	Ability to make inventory adjustments. <i>(This should be restricted to authorized personnel and an audit trail retained)</i>	M		
14.0	GENERAL STORES REPORTING			
14.1	Ability to generate Stock Ledger report	M		
14.2	Ability to generate item movement report to track all transactions based on following criteria; a) Damaged stock report b) Slow moving items			
14.3	Ability to generate lead-time report			
14.4	List of store items showing details including quantities in hand			

15				
FIXED ASSETS				
15.1	<p>Asset Maintenance</p> <p>Ability to create affixed asset and capture the following information:</p> <ol style="list-style-type: none"> 1. Asset description 2. Asset Serial Number 3. Asset Location 4. Asset Category 5. Department/Cost Centre 6. Custodian 7. Purchase date 8. Depreciation start date 9. Service start date 10. Vendor 11. PO Reference 12. Warranty period-start & end dates 13. Purchase Cost 14. Salvage Value 15. Useful life in months/years 16. Depreciation/Disposal Method 	M		
15.2	Ability to maintain a fixed asset register	M		
15.3	Ability to assign different life span to assets and process accordingly	M		
15.4	Ability to add, transfer, dispose, revalue, write off and re-life assets	M		
15.5	Ability to account for part disposal of asset	M		
15.6	Ability to support automatically calculate gains/ losses on disposal of assets and creating the journal in the GL	M		
15.7	Maintain cost of improvements to existing assets as component of asset value	M		
15.8	Ability to report on life left on the asset	M		
	Comprehensive search facility based on details	M		

15.9	captured on the asset			
	Automatic capture of fixed assets into the GL account as assets and not expenses	M		
16	Asset Acquisition			
16.1	Ability to support various methods of asset acquisition	M		
16.2	The asset system should be allowed to be marked as a physical inventory tracking asset and should generate physical inventory reports	M		
16.3	Track detail of insurance coverage and annual premiums			
16.4	Track / schedule asset maintenance and repair schedule			
17	Depreciation			
	Ability to use flexible depreciation methods and change as required and to vary these over the asset life			
17.2	Ability to support the following depreciation methods: Reducing balance, straight line, user defined method of depreciation	M		
17.3	Ability to calculate depreciation based on groups of asset a) By Cost center b) By category	M		
18	Asset Transfer			
	Ability to transfer assets between; Division/Departments/Cost a) Centers			

18 .1	b) Custodians c) Projects d) Locations	M		
18 .2	Ability to transfer all or part of an asset	M		
18 .3	Ability to transfer group of assets	M		
19	Asset Retirement			
19 .1	Ability to retire assets via different methods	M		
19 2 2	Ability to split both new and existing assets and allow partial disposal	M		
19	Ability to transfer assets with history of the asset to other departments to other departments	M		
2 0	Reporting Analysis			
20	Ability to generate fixed assets register by: a) Department/section b) Location c) Custodian d) Purchase value e) Purchase date	M		
20	Generate asset depreciation register(detail & summary	M		
20	Ability to generate asset activity report as; a)Asset transfer b)Asset Disposal c)Asset retirement in the form of scrap, sale, write off d)Asset acquisition	M		
20	Ability to generate automatic reconciliation report for GL and depreciation register	M		

E-Procurement			
<p>Supply Chain Department would wish to implement the E-procurement which involves the introduction of electronic processes to support the different phases of a procurement process and it may include one or more of the following processes:</p> <p>Budget and yearly procurement plan: It could help to streamline the approved budget to procurement plan and then identify the appropriate tender procedures and schedule. It can be used for checking the available budget for each tender procedure automatically.</p> <p>e-advertisement: the publication of tenders and procurement notices (calls and advertisements) on the Internet, further to that the tender documentations are available for downloading</p> <ul style="list-style-type: none"> • e-submission: the submission of bids online, • e-evaluation: the bids are opened and evaluated online without the necessary of meeting in person, • e-awards: the final selection of suppliers, • e-noticing: sending notification to the selected and non-selected bidders in electronic way, • e-contracting: preparing the contracts electronically from templates, exchanging them using electronic ways, distributing, and storing the signed contract electronically, • e-ordering: the automatic placement of orders online (including electronic markets), • e-invoicing: the provision of electronic invoices, • e-payment: the online payment of contracts. 	M		

	<ul style="list-style-type: none"> • Tender evaluation. The system should only allow the members of the evaluation Committee access to the submitted documents within the evaluation environment. • Uploading the signed Evaluation Report – Once the evaluation has been completed, the system should upload this report to a platform where only authorized users may access it. • Professional Opinion – The system should be capable of generating a professional opinion from the information availed in the format provided • Award and Regret Notification – The system shall support an e- based notification of award and regrets with customizable award and regret templates. These letters should bare pre-scanned signatures that are appended in the system by authorized users. 	M		
	<ul style="list-style-type: none"> • Acceptance of Awards – The system to allow for the submission of acceptances online by the notified successful bidders. • Allow for upload of the negotiation results in PDF format by the authorized users being members of the negotiation committee. • The system should be able to support a workflow system to notify the department responsible for contract preparation to commence contract preparation and provide that user with access to required contract preparation documents 	M		
	Financial settlement – Handle financial transactions through the e-procurement system and to make financial settlement more efficient to handle Vendor Invoices, evaluated receipt settlement, and invoice payment.	M		

	Market Survey – The system should have a platform where the procuring entity may input market prices and generate reports with price indices of common items for reference in its future tenders.	M		
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3 Administration Section User Requirements

SPECIFICATIONS	REQUIRED	PRIORITY	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
Fleet Management Module	Provide platform to capture details of each of the vehicles as they appear in the vehicle logbooks.	Mandatory		
A) Transport Requisition	Allow Users to requisition for transport services online.	Mandatory		
	Capture relevant details of users like designation, Department/Directorate etc.	Mandatory		
	Capture relevant details of all the drivers	Mandatory		
	Capture all the details of the available vehicles including their location within the Secretariat.	Mandatory		
	The Module to allow Users to requisition for local transport two hours before departure time.	Mandatory		
	Module to allow users to requisition for transport outside the work station three days before departure.	Mandatory		
	The system to show the available vehicles/drivers for booking.	Mandatory		
	The system to show the drivers already assigned trips.	Mandatory		
	Restrict assigning of driver(s) who have already been assigned another trip during the period of application for allocation of trip.	Mandatory		
	Provide relevant periodic reports on the trips i.e., the driver, vehicle used, number of days of the trip,	Mandatory		

	departure & return dates.			
	Give provisions for attaching the approved memo for trip & other relevant documents.	Mandatory		
	Provide daily, weekly, monthly, quarterly and other periodic reports on the requisition and allocation of trips.	Mandatory		
	Approvals to be done by immediate supervisor & assigning vehicles/driver to be done by the Transport officer.	Mandatory		
	Provide update alerts on pending requisitions for approvals & assigning.	Mandatory		
	Narration of the trip itinerary.	Mandatory		
	Reports to show the number of days per driver and the dates of the trips.	Mandatory		
	Allow assigning of drivers for trips within the workstation.	Mandatory		
	Training to the users of the module on how the system works.	Mandatory		
B) Fuel management	System to be aligned to the current use of the pre-paid fuel card system in the Secretariat	Mandatory		
	Capture fuel data like fuel card numbers, amount of funds deposited, amount of funds distributed to each card, opening balance, closing balances of fuel funds.	Mandatory		
	Allow inter-card transfers.	Mandatory		
	Allow distribution from main	Mandatory		

	account to various cards.			
	Capture quantities of fuel drawn and respective unit prices.	Mandatory		
	Provide relevant reports on fuel drawn per vehicle, mileage at the time of fuel consumption & rate of consumption per vehicle i.e., Km/Litre, etc.	Mandatory		
	Compute the total fuel consumed per vehicle and amount spent.	Mandatory		
	Allow editing of specified fields by the user.	Mandatory		
	Give provisions for separate fuel accounts for each region and also monitoring headquarters to working of respective accounts.	Mandatory		
	Generate viewable and printable periodic reports.	Mandatory		

	System Architecture- Must allow users at the administration level to select and unselect fields and functions to be utilized system-wide as well as permit or restrict access to selected fields by the user profile. It should be user defined.	Mandatory		
C)Maintenance of vehicles	Capture details of all the Secretariat vehicles.	Mandatory		
	Categorize type of vehicle maintenance i.e., minor, major or other repairs.	Mandatory		
	Have a field to capture the specific repair works undertaken on each vehicle.	Mandatory		
	Show the maintenance history of vehicles.	Mandatory		
	Generate Maintenance	Mandatory		

	schedule for each vehicle.			
	Enable users to establish the local service order (LSO) no. released for specific repairs.	Mandatory		
	Allow linking of the invoice and cheque number released for the respective repairs.	Mandatory		
	Provide analytical reports on the maintenance of vehicles i.e., periodic reports on vehicles repaired, dates of repairs, cost of repairs.	Mandatory		
	Ensure maintenance Reports are viewable and printable with NAKS letterheads.	Mandatory		
D) Vehicle Insurance	Allow capture of data on contracted insurance company, category of insurance (Comprehensive private or commercial), and commencement & expiry dates of the insurance covers.	Mandatory		
	Archiving of data on the insurance of vehicles in each financial year.	Mandatory		
	Provide alerts through email/SMS on the pending expiry dates of the existing insurance.	Mandatory		

	Relevant viewable and printable Reports on vehicle insurance.	Mandatory		
General Administration	Management of all Assets in the Secretariat; this include what has been procured/ new, worn out, broken, stolen, repaired, disposed and reports on the same for Headquarters and Regional offices.	Mandatory		
Welfare				
	Tracking and identification of Assets location as per the tag numbers provided, their description and departments / location.	Mandatory		

	Employees should be able to make requests and approvals through the system. Reminders & Alerts should be prompt.	Mandatory Mandatory		
	The system should allow the officer in charge of Administration store to confirm at a click of a button whether items requested are available in the store or out of stock to enable him / her make decisions from the reports provided by the system.	Mandatory		
	Receiving and Issue of Items from administration store and provision of reports by dates/ month/ year.	Mandatory		
	Requests for maintenance/ repair/ replacement of Items and furniture.	Mandatory		
	Approvals should also be through the system after the Officer in charge confirms and provides reports on the same.	Mandatory		
	Tea/Water provision reports should be easily generated for the Secretariat i.e., when store items are purchased and entries are made through the system. In and out of the stores, the officer in charge of welfare should be able to know the balances and also, be able to have reports on the same.	Mandatory		

	On security matters all reports on the same should be easily generated by authorized Officers for decision making.	Mandatory		
	The biometrics system can be linked with the ERP system to provide reports of employees present on a particular day or the offices accessed at a particular time for decision making.	Mandatory		
Records Management	Maintaining an up-to-date file movement records/ report	Mandatory		
	Inventory of all the files in the Secretariat.	Mandatory		
	Tracking File movement, & Recalling from action officers/users.	Mandatory		
	Allow authorized personnel make request of file opening for new projects/ subjects and allow approval process online	Mandatory		
	Allow users to make requests on retrieval of files/ specific documents and provide reports on the same.	Mandatory		
	Compile all reports and organize by date, month, year on file movement.	Mandatory		
	Document and auto archive all the reports	Mandatory		
	Provide alerts and reminders on archiving & disposal of specific records & registers as per the disposal schedules and guidelines provided.	Mandatory		
	Maintain up to date file movement reports.	Mandatory		

	Ensure security of information in the system by ensuring access is by permission or only authorized personnel.	Mandatory		
	Ensure proper classification of records & documents as per the file index.	Mandatory		

TECHNOLOGY REQUIREMENTS

1.1. Application Server

No.	Item	Minimum Technical Specification	Priority	Compliance (FS, PS, CR, NS)	Comments
1.	Server Type	Rack Mount	Mandatory		
2.	Quantity	1	Mandatory		
3.	Random Access Memory (RAM)	32 GB DDR4 With additional Memory Expansion Slots,	Mandatory		
4.	Processor	Intel Xeon Scalable 16 Cores 2.3 GHz	Mandatory		
5.	Hard Disk Capacity	2 X 1TB GB SSD, Hot Swappable drives	Mandatory		
6.	System Fan	4 x Hot Plug redundant fans	Mandatory		
7.	Power supply	Dual Power supply, Hot swappable power supply, 240V	Mandatory		
8.	Optical Drive	1	Mandatory		
9.	Display Monitor	17" TFT	Mandatory		
10.	Ethernet Ports	4 onboard 1Gb Base Ethernet Ports	Mandatory		
11.	Ports	VGA USB 3.0 x4 USB 2.0 Serial Port Fibre Channel Port	Mandatory		
12.	Compatible Hot Swappable drives	SAS, SATA, SSD	Mandatory		
13.	RAID Support levels	0,1,5,6,10	Mandatory		
14.	Accessories	USB Keyboard, USB Mouse	Mandatory		
15.	Management	<ul style="list-style-type: none"> Integrated Remote Access Controller with Life Cycle Controller 	Mandatory		

		<ul style="list-style-type: none"> • Tool-less chassis, • Proactive System Management Alerts 			
16.	Availability	Support for high availability clustering and virtualization,	Mandatory		
17.	Manufacturer's authorization letter	Provide manufacturers authorization letter	Mandatory		
18.	Warranty, Service and support	Provide three (3) year warranty	Mandatory		
19.	Operating System	Windows Server 2019 Standard Fully licensed + plus installation media and license key	Mandatory		
20.	Deploy and Commissioning	Setup, Installation and Configuration must be carried out	Mandatory		

1.2. Database Server

No.	Item	Minimum Technical Specification	Priority	Compliance (FS, PS, CR, NS)	Comments
1.	Server Type	Rack Mount	Mandatory		
2.	Quantity	2	Mandatory		
3.	Random Access Memory (RAM)	64 GB DDR4 With additional Memory Expansion Slots,	Mandatory		
4.	Processor	Intel Xeon Scalable 16 Cores 2.3 GHz	Mandatory		
5.	Hard Disk Capacity	2 X 1TB SSD, Hot Swappable drives	Mandatory		
6.	System Fan	4 x Hot Plug redundant fans	Mandatory		
7.	Power supply	Dual Power supply, Hot swappable power supply, 240V	Mandatory		
8.	Optical Drive	1	Mandatory		
9.	Display Monitor	17" TFT	Mandatory		

10.	Ethernet Ports	4 onboard 1Gb Base Ethernet Ports	Mandatory		
11.	Ports	VGA USB 3.0 x4 USB 2.0 Serial Port Fibre Channel Port	Mandatory		
12.	Compatible Hot Swappable drives	SAS, SATA, SSD	Mandatory		
13.	RAID Support levels	0,1,5,6,10	Mandatory		
14.	Accessories	USB Keyboard, USB Mouse	Mandatory		
15.	Management	<ul style="list-style-type: none"> • Integrated Remote Access Controller with Life Cycle Controller • Tool-less chassis, • Proactive System Management Alerts 	Mandatory		
16.	Availability	Support for high availability clustering and virtualization,	Mandatory		
17.	Manufacturer's authorization letter	Provide manufacturers authorization letter	Mandatory		
18.	Warranty, Service and support	Provide three (3) year warranty	Mandatory		
19.	Operating System	Windows Server 2019 Standard Fully licensed + plus installation media and license key	Mandatory		
20.	Database Server	SQL Server 2019 Enterprise Fully licensed + plus installation media and license key	Mandatory		
21.	Deploy and Commissioning	Setup, Installation and Configuration must be carried out	Mandatory		

Notes:

Brochures must be attached clearly highlighting how the proposed server meets each specification

1.3 TECHNICAL REQUIREMENTS

TECHNICAL REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
1. The system should have been developed using modern programming languages and development tools that will make it easy to support and maintain.	Mandatory		
2. The system should provide report writing tools that make it easy to define new reports and customize existing reports.	Mandatory		
3. The system should be compatible with commercial off the shelf query and report writing tools such as Crystal reports or provide report writing tools.	Mandatory		
4. High degree of parameterization and scalability to allow easy customization of the system to meet Secretariat's current and future requirements	Mandatory		
5. Status of user activity in the system	Mandatory		
6. Business Intelligence with decision support	Mandatory		
7. Multi-level security authorizations	Mandatory		
8. Should have Secure Audit trails	Mandatory		
9. Work flow automation with notification capability	Mandatory		
10. Reporting capability for: user permissions and authorizations, Audit trails, status of approvals, system reliability (Operational time versus downtime)	Mandatory		

11. Consistency in layout and design among modules and user interface	Mandatory		
12. Capture of data once, at the source, and distributed throughout the system	Mandatory		
13. Enterprise representation of entities, management hierarchies, departments and	Mandatory		

TECHNICAL REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
related security infrastructure			
14. Common approach to business process modelling and implementation across application modules (routing and approval processing, event notification, task assignments, document management, task scheduling).	Mandatory		
15. Seamless integration between all modules, system data structures and events that incorporate the reflection of these integration points.	Mandatory		
16. Integrated security administration reflective of enterprise and Authority hierarchies including the ability to identify individuals with multiple relationships within areas/departments of the Authority and reflect appropriate security variables for each relationship	Mandatory		

17. Integrated workflow management and inbox capabilities-users look in one location for work-in-progress and task assignments.	Mandatory		
18. Single security sign-on for access to all application modules.	Mandatory		
19. The bidder shall include in the proposal a section for the optimal hardware requirements to utilize the proposed software. This will consist of but not limited to the optimal number and type of servers and how they are distributed as highlighted in the technology requirements section above, desktop requirements, storage solution, wide area network capabilities, printers, magnetic readers, and scanners needed to run the proposed solution.	Mandatory		

TECHNICAL REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
ON PREMISE DOMAIN REQUIREMENTS			
1. Active Directory domain. Active Directory Domain Services (AD DS)	Mandatory		
2. The domain controller must be Microsoft Windows Server 2019 or later, and the domain functional level must be 2019 or more.	Mandatory		
3. VMs that run Finance, HRM, Supply chain and Administration (On-premises) components must have access	Mandatory		

to each other. This access is configured in AD DS.			
5. Virtual Hosting	Mandatory		
OPERATIONAL REQUIREMENTS			
Architecture			
1. Support for a three-tier architecture – Client, Application Server/Web Server, Database Server.	Mandatory		
Server			
2. Ability to run on current versions of server operating systems.	Mandatory		
3. Ability to run on entry level or mid-range servers from leading manufacturers	Mandatory		
Database			
4. Ability to support real-time database update of transactions	Mandatory		
5. Ability to support relational databases (RDBMS)	Mandatory		

TECHNICAL REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
6. Ability to support database replication for disaster recovery purposes.	Mandatory		
7. Ability to support batch system in case of	Mandatory		

network failure of a remote location i.e., working offline and upload the data into the system once connectivity resumes			
8. Separate database from the application system	Mandatory		
Remote Access			
9. Allow remote access to system administrators for support purposes on LAN	Mandatory		
10. Ability to support access from various web browsers.	Mandatory		
11. Allow remote access via iOS and android operating systems	Mandatory		
12. Remote Desktop required for servicing operations on the virtual machines (VMs) that make up the server deployments.	Mandatory		
Network Protocol			
13. Ability to use dynamic addresses (DHCP) on client computers. 14. Ability to provide a higher level of security and controls to remote/roaming users.	Mandatory		
Network response time			
15. Latency: AOS to Database: <1ms on LAN. AOS & DBASE servers must be co- located			
16. Latency from a browser client to the data center that hosts Finance and Operations:			

250-300ms	Mandatory		
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TECHNICAL REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
17. Latency: Web Browser to AOS: <250 ms-300ms			
18. Bandwidth: AOS to Database: 100 MBps			
19. Bandwidth: Web Browser to AOS: 50 kbps per user			
20. Bandwidth of more than 50 KBps between the browser and all the other modules of the solution			
SYSTEM ADMINISTRATION			
System Administration User Interface			
21. Ability to administer the application level, the database level, or other level	Mandatory		
22. Provide a user-friendly GUI based system administration module.	Mandatory		
System Change Management			
23. Provide controls to prevent system changes from being made directly in the production environment.	Mandatory		
24. Provide tools to log any changes to system configuration settings, installation of patches and changes to system files.	Mandatory		
Performance Monitoring			

25. Provide tools to monitor the system. For example, monitor system response time, system usage, reliability and availability.	Mandatory		
26. Provide tools for alerts due to serious violations of the systems access and controls and malfunctioning.	Mandatory		
27. Provide help system within it for users to be able to address simple issues within the system.	Mandatory		

TECHNICAL REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
28. Ability to provide a dashboard summarizing all the activities of the system with levels of attentions.	Mandatory		
ENTERPRISE WIDE			
Data Importing and Exporting			
29. Full integration of all sub-systems and modules required to support NAKS finance, HR, procurement, inventory, fleet, projects and administration needs.	Mandatory		
30. Ability to import and export data into and out common application packages e.g., MS Office suite packages and text files	Mandatory		
31. Ability to import account balances and master data from the existing excel based systems	Mandatory		

32. Ability to automatically schedule data imports and exports to occur based on defined criteria such as time of the day and day of the week.	Mandatory		
Reporting			
33. Ability to generate ad-hoc reports online and to save them within the system for future use.	Mandatory		
34. Ability to schedule reports to run periodically at a predetermined time (for example at midnight on Sunday, fortnights, quarterly etc.).	Mandatory		
35. Ability to combine multiple reports to be run as a batch	Mandatory		
36. Ability to support drill down capabilities to supporting detail in inquiry screens	Mandatory		
37. Ability to provide a dashboard summary reports for higher level officers	Mandatory		
TECHNICAL REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
38. Provide different views and levels of access for each user group	Mandatory		
WEB BASED ENTERPRISE PORTAL & ERP CLIENT			
39. Support, Web based, Client and Remote access facility	Mandatory		

40. Web enabled modules that clients can access within LAN and over the Internet via browsers	Mandatory		
41. Automatic Log-off for web based functionalities	Mandatory		
CRM incident management			
42. Ticketing of incidences			
43. Resolution status and analysis reports			
GENERAL ADMINISTRATION			
44. ERP Integration to Electronic Document Management System.	Mandatory		
45. Document management.	Mandatory		
46. Work Activity Collaboration.	Mandatory		
47. Records management (File and archive management).	Mandatory		
48. Legal Case register.	Optional		
49. Workflow/business information processing and management	Mandatory		
50. Reports	Mandatory		
Reporting and Business Intelligence			
51. Custom Reports	Mandatory		
52. Database SQL Reporting Services enabled	Mandatory		

TECHNICAL REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
53. Development and Integration with other corporate Applications Support for Business Intelligence reporting of all modules data and ability to define ad hoc views and reports	Mandatory		

54. Ability to support analysis of financial reports using graphs and charts	Mandatory		
55. Ability to define key performance indicators and monitor them through the reporting and analysis tool.	Mandatory		
56. Ability to support analysis of financial reports using graphs and charts	Mandatory		
57. Ability to perform 'what if' analysis based on data in the system	Mandatory		
58. Provide a user-friendly ad-hoc reporting and analysis tool to assist users in generating reports based on data in the system.	Mandatory		
59. Ability to define key performance indicators and monitor them through the reporting and analysis tool. Examples include performance on levy collection, actual expenditure vs. budget, ratio of recurrent to development expenditure, rate of cost reduction	Mandatory		
60. Ability to preview reports before printing	Mandatory		
61. Ability to use multiple querying capabilities to feed the results of one query into another and roll them up into a single report	Mandatory		
Audit Trails, Security and Controls	Mandatory		

TECHNICAL REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
62. Ability to maintain detailed and summary transaction history by account with audit trail	Mandatory		
63. Ability to secure data and reporting information to appropriate individuals associated with specific departments, roles or functions	Mandatory		
64. Ability to log reversals or corrections without allowing complete deletion	Mandatory		
65. Ability to query audit trails by transaction, by user, by account or GL code for both transactions and standing data	Mandatory		
66. Allow definition of roles with different system permissions which can be assigned to user accounts to ensure segregation of duties including segregation between transaction creator and approver roles; <ul style="list-style-type: none"> - System Admin / Super User - Functional User - Technical User - Standard Users 	Mandatory		
67. Allow user access to be controlled at numerous levels e.g., menu level, screens level, transaction level and field level	Mandatory		
68. Should provide user Authorization matrix	Mandatory		
69. Exceptional reporting and audit trails	Mandatory		

Integration, Archiving and backups			
70. Data Archiving	Mandatory		

TECHNICAL REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
71. Ability to support Replication and automated scheduled backups	Mandatory		
72. System Integration	Mandatory		
73. Integration with Corporate Emails for workflow and ability to support other systems	Mandatory		
74. ERP Integration to EDMS and any other NAKS system	Mandatory		
75. Work Activity Collaboration	Mandatory		
76. Records management (File and archive management)	Mandatory		
77. Workflow/business information processing and management	Mandatory		
78. Reports	Mandatory		
79. Integration to other Government reporting systems e.g., PSC, KRA, PPRA, etc.	Mandatory		
REPORTS			
80. All Users and login time	Mandatory		
81. Online Users	Mandatory		
82. User Role Matrix	Mandatory		
83. Audit trails reports for all transactions	Mandatory		
84. Security and controls reports	Mandatory		
85. CRM reports	Mandatory		

1.4 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

EDMS System Requirements				
	The EDMS system shall be used to automate current manual processes such as automation of incoming mails, and other documentation. The successful bidder MUST have an understanding of How and EDMS system works and MUST have at-least 5 years plus in the same Industry. Provide evidence of the same.			
Number	Description	Priority	Compliance (FS / PS / CR / NS)	Bidders Response
1	The bidder must have worked with Electronic Document Management System for the last 5Years Plus	M		
2	The bidder Must have capability and experience in four local sites in building of an EDMS module and fully integrating it with an ERP system. Demonstration of sites with contact persons where such integration has been done MUST be submitted including certificates of Completion of works done.	M		
3	The current Document Management system is developed using J2EE environment, The bidder Must show capability of building APIs that can be used to integrate with current existing systems	M		
4	The successful bidder will be required to do full configurations of the EDMS to align with the Modules of the ERP for purposes of document archival and Document upload.	M		
5	The successful bidder MUST be able to configure security access within the EDMS to secure data and also harmonize security roles of access with the ERP	M		
6	The successful bidder MUST Integrate the EDMS with ERP to achieve seamless view of images / supporting documents from all modules of ERP (Indicate integration	M		

	strategies proposed). The images shall be stored in the EDMS repository			
7	The EDMS must ensure that electronic documents are captured, so that they can be declared and stored as electronic records. It should allow capture of records from various Sources such as.	M		
9	i. Allow capture through email	M		
11	ii. Allow capture from a scanner – Conversion of physical content into electronic	M		
13	iii. Through office applications	M		
15	iv. Through already existing electronic content in the organization.	M		
16	The EDMS must provide an Application Programming Interface (API) to enable integration with other business applications so that records of transactions generated by operational and 'line-of-business' systems can be captured.	M		
17	The EDMS must be able to capture records which are composed of more than one component, retaining a closely bound relationship between all components, so that they are managed as a single record. Examples include: Multimedia or video files, web casts etc.	M		
18	The EDMS must allow users to capture and view documents in their native format	M		
19	The EDMS must be able to capture and register a document within the system as	M		
21	i. a newly created digital content	M		
23	ii. an attachment to a folder as new content	M		
25	iii. an addition to an already existing content within the EDMS system.	M		
26	The EDMS must be able to capture through an automated capture process any document type even though the generating or native application is not present.	M		

27	When capturing a document in its native format, the EDMS should be capable of also capturing a rendition of that document in a standard format, and of storing native format and rendition in a close association. Standard rendition formats include: XML, PDF and Postscript.	M		
28	The system shall support Bulk Import of image and electronic documents and automatic indexing of documents on the basis of Offline data.	M		
29	Search and Retrieval			
30	The system should provide flexible and extensive facilities for searching electronic records and aggregations of electronic records and rendering of search results in a variety of formats e.g., display, print etc.	M		
31	The system should support advanced search using Boolean and logical operators	M		
32	The system should support full text search on image and electronic records	M		
33	The system should support a facility to export search results to other applications e.g., Excel	M		
34	The system should support combined search on profile, indexed and full text search	M		
35	The EDMS must be able to display to the user the contents of search results in their original native format.	M		
36	The EDMS must be able to retrieve a complete folder and all its digital records and contextual metadata, and list all and only those records in the context of that folder as a discrete group and in a single retrieval process.	M		
37	Process Management			
38	The system shall support authorized users to forward the files/documents for approval in a pre-defined or flexible route. Different users in the route would be able to access the work items from their Inbox, process it and forward it or revert it for further processing.	M		

39	The system shall support collaborative working on documents in a secure environment through Workflow instances.	M		
40	The system shall support routing of Workflow instances to users' inboxes for their action.	M		
41	The system shall provide Clear distinction between read and unread and high priority work items.	M		
42	The system shall provide a facility to see complete track sheet and note sheet.	M		
43	The system shall give an option to Refer Work items to other users for reference even if that user is not the part of the workflow route.	M		
44	The system shall provide option for either the last user of the workflow to complete the workflow or every user of the workflow do the same depending upon the workflow definition.	M		
45	The system shall support Facility to Divert work items to other users for delegating or substituting, whenever user goes on leave.	M		
46	The system shall support Time-based and event-based reminders and automatic escalations to concerned user after a specified interval of time.	M		
47	The system shall provide facility to assign tasks and set deadlines for each user in workflow.	M		
48	The system shall provide option to for user to request for change of deadlines.	M		
	The system shall support dynamic rights allocation on objects after receiving the work item. The rights should be enabled / disabled automatically as the letter is routed in the defined path.	M		
49	The system shall support strong searching, reporting and monitoring of work process and status to help in automating work processes and improve efficiency like search on pending work items, completed work items or No. of work items pending with specific user etc.	M		

SECURITY REQUIREMENTS

1.0	CONTROLS AND SECURITY			
1.1	<i>Access</i>			
1.2	Create user Password/IDs for access by authorized users (user authentication) Have One Time Pin (OTP) feature for authentication sent to users' email	M		
1.3	Allow different levels of user access and processing rights to ensure complete confidentiality/ access to system	M		
1.4	The system must not allow any person to carry out any action in the system unless the person is an authorized user who is successfully identified and authenticated	M		
1.5	The system must allow only administrative roles to allocate access to records to specified users and/or user groups	M		
1.6	The system must allow administrative roles to use permission to: i.) Restrict access to specific files and records	M		

	ii.) Restrict access to particular features and functions e.g., read, update, delete			
1.7	The system should have adequate data entry security controls- validation, check digit, etc.	M		

1.8	Automate daily/ weekly/ monthly/scheduled back-ups	M		
1.9	Maintain audit trail of activities /Change audit tracking	M		
1.10	If user clicks on file on which they have no access to, the system must prompt the user that he/she does not have access to the object and provide a link to request for access from administrator	M		
2.0	Audit Trail			
2.1	The system must maintain an audit trail for all activities related to accessing and using the system	M		
2.2	The system must ensure that the Audit trail cannot be modified by any user including the system administrator	M		
2.3	The system must keep an unalterable audit trail capable of automatically capturing and storing information about; i.) Any action taken on a record ii.) The User undertaking the action iii.) The date and time of the action	M		
2.4	Where the system supports the export of the audit trail, it must ensure that it is not possible for this mechanism to be used as a means of	M		

	moving audit trails out of the System and changing or deleting it externally to the system			
2.5	The system must log automatically in the audit trail any access to any record and whether the access was to read/view, modify, delete	M		
2.6	All changes to the audit trail parameters must also be audited in the audit trail	M		

Training, Documentation and Support

REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTIO N
TRAINING			
1. Provide technical training for application support staff (technical support, security administration, development tools and report writer tools).	Mandatory		
2. Provide training for day-to-day system users covering application usage and report writer tools	Mandatory		
3. Provide training for NAKS senior management on how to access key reports and query transaction and standing data.	Mandatory		
4. Provide NAKS with customized manuals for end-user, senior management and executive training.	Optional		
5. A detailed training schedule shall be provided and it will cover all the operational aspects of the implemented solution.	Mandatory		
DOCUMENTATION			
6. Avail quick reference module specific documentation for day-to-day reference by end users	Mandatory		
7. Ability to provide users with context specific on-line help related to their current location in the application	Mandatory		
<i>Provide the following technical application software documentation:</i>			
8. System documentation - system structure schema, interface Specifications, data/object/application descriptions, customizations and any code used	Mandatory		

REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTIO N
that is not inherent in the original application			
9. Operation / Administration - installation and configuration manuals, operator manuals, system / database / performance / security administration manuals, restart and recovery manual, backup and restoration manual, archiving manual	Mandatory		
10. Data dictionary and database design documentation to facilitate preparation of ad-hoc reports	Mandatory		
11. Software Development documentation - toolkit manuals, API manuals	Mandatory		
12. New version release notes	Mandatory		
13. Fix and patch notes	Mandatory		
14. Online help support manual	Mandatory		
SUPPORT			
15. Bidder must have a comprehensive support procedure for NAKS	Mandatory		
16. The bidder must have qualified professional/systems engineers to offer functional and technical support	Mandatory		

17. Access to online support system	Mandatory		
18. Warranty Service: Warranty will be for a period of twenty-four (24) Months after go- live. Support during this period is expected to be on site. Software issues/bugs/support calls will be raised in formats to be defined as part of project mobilization.	Mandatory		

REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
19. post-warranty maintenance services: User support after warranty period is expected to be within working hours from 8AM to 5PM Kenyan time excluding weekends and public holidays. Expected response time will be 5 hours after raising a support call in line with the format to be agreed on before Go-Live.	Mandatory		
20. Data Conversion and Migration: The Data will be migrated into their respective functional management systems and before go-live each functional area will be required to	Mandatory		

sign-off the data migrated. The data to be migrated includes but not limited to payroll, finance system data, personnel details, procurement items, assets etc. The data to be migrated will be from financial year 2018/2019 to 2022/2023 financial year. The previous financial years since establishment of the Secretariat will be migrated on separate terms outside this tender.

SERVICE LEVEL AGREEMENT

The bidder shall provide an SLA proposal addressing the following requirements

Service Level Requirements/Targets

1. Short Description and Scope of Service
2. Definition of terms
3. Users of the IT Service – *(Users are defined from the functional areas covered by the scope)*
4. Breakdown of the Services offered or Service components, e.g., IT Applications.
5. Warranty of at least two years - period, terms i.e., what is included and what is not included during the warranty period *(labor or service)*
6. Support and maintenance after commissioning – period, terms, licensing requirements – *for 3 years (Bidders to cost for each year in the financial proposal)*
7. Quality of Service terms
 - Service times
 - Security requirements and compliance
 - Availability targets and commitments
 - Conditions under which the service is considered to be unavailable (e.g., if the service is offered at several locations)
 - Availability targets (exact definition of how the agreed availability levels will be calculated, based on agreed service time and downtime)
 - Reliability targets Mean Time between Failures (MTBF) or Mean Time between Services Incidents (MTBSI) optional
 - Maintainability targets Mean Time to Restore Service (MTRS) whenever there is an incident
 - Down times for maintenance (number of allowed down times, pre-notification periods) – Provide *draft proposal*
 - Restrictions on maintenance, e.g., allowed maintenance windows, seasonal restrictions on maintenance, and procedures to announce

- planned service interruptions, need to agree on suitable schedule with minimal service disruptions.
- Definitions of incidents priority (Critical, High, Medium, Low and Scheduled) including procedures to announce unplanned service interruptions - *provide draft proposal*
- Service performance reporting and reviews meetings - *provide draft*

Proposal

Capacity/ performance targets and commitments - *provide draft proposal*

8. Required capacity (lower/upper limit) for the service, e.g.
 - Numbers and types of transactions
 - Numbers and types of users
 - Business cycles (daily, weekly) and seasonal variations e.g., on due dates, end months etc.
 - Required Response times from applications
 - Incident Response and resolution times to requests by client for support
9. Further, the bidder should show commitment to surrender the complete system source code with all intellectual rights to the Secretariat immediately after Go-Live.
10. The bidder must propose a solution whose licenses are perpetual. Licenses that require annual subscription is not required.