



**TENDER FOR
SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING, COMMISSIONING AND
MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM: OPEN**

ACA/OT/017/2018-2019

**National Water Plaza, 3rd Floor Dunga Road, Industrial Area
Nairobi**

June 2019

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SECTION I - INVITATION FOR TENDERS

Date 4th June, 2019

TENDER REF. NO. - ACA/OT/017/2018-2019.

TENDER NAME: Supply, Installation, Implementation, Testing, Training, Commissioning and Maintenance of an Enterprise Resource Planning System

- 1.1 The *ANTI-COUNTERFEIT AUTHORITY (ACA)* invites tenders from eligible candidates for the Supply, Installation, Implementation, Testing, Training, Commissioning and Maintenance of an Enterprise Resource Planning System
- 1.2 Interested eligible candidates may obtain a complete set of the tender documents for free from our website:-www.aca.go.ke; or supplier.treasury.go.ke or at a cost of Kshs. 1000 from our Procurement Office located **at the National Water Plaza, 3rd Floor along Dunga Road Industrial Area.**
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.4 The tenderer shall furnish, as part of this tender, a **tender security/bid bond**
- 1.5 Completed tender documents are to be delivered in the tender box at the National Water Plaza on the 3rd floor along Dunga Road Industrial Area, clearly marked: - **ACA/OT/017/2018-2019 SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM** so as to reach *THE EXECUTIVE DIRECTOR, ANTI-COUNTERFEIT AUTHORITY, NAIROBI*, on or before **Tuesday, June 18, 2019 10:00AM**
- 1.6 Tenders will be opened thereafter in the presence of the bidder's representatives who choose to attend *at the 3rd floor board room.*

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is Open to tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderer shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 Public Procurement and Asset Disposal ACT No. 33 of 2015 Sec 55. (1) States that:-A person is eligible to bid for a contract in procurement or an asset being disposed, only if the person satisfies the following criteria Eligibility to bid.(a) the person has the legal capacity to enter into a contract for procurement or asset disposal; (b) the person is not insolvent, in receivership, bankrupt or in the process of being wound up;(c) the person, if a member of a regulated profession, has satisfied all the professional requirements; (d) the procuring entity is not precluded from entering into the contract with the person under section 38 of this Act;(e) the person and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of this Act; (f) the person has fulfilled tax obligations;(g) the person has not been convicted of corrupt or fraudulent practices; and (h) is not guilty of any serious violation of fair employment laws and practices.

Sec (2) States that:- A person or consortium shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the person or consortium, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of subsection (1) (e), (f), (g) and (h). Sec (3) states that:-Despite the provisions of subsection (2), a person or other body having a substantial or controlling interest shall be eligible to bid where (a) such person has declared any conflict of interest; and (b) performance and price competition for that good, work or service is not available or can only be sourced from that person or consortium. Sec (4) states that:- A State organ or public entity shall require a person to provide evidence or information to establish that the criteria under subsection (1) are satisfied. Sec (5) states that:- A State organ or public entity shall consider as ineligible a person for submitting false, inaccurate or incomplete information about his or her qualifications.

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

2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.2.2 This tender document shall not be charged when downloaded from the website:- www.aca.go.ke or supplier.treasury.go.ke

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge from the website:-www.aca.go.ke.

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of services
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by sending an email to eprocurement@aca.go.ke. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response

(including an explanation of the query but without identifying the source of inquiry) will be published as an addendum at the Authority's website.

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

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

2.5 Amendment of Tender Documents

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers where applicable.

2.12.2 The tender security shall not exceed 1 per cent of the tender price if applicable.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

- e) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5 if applicable

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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.

(c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Tenders shall be sealed and indicated with the subject line ACA/OT/017/2018-2019 SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday, June 18, 2019 10:00AM**

The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Bulky tenders shall be delivered at the Reception of Anti-Counterfeit Authority offices located on the 3rd floor of the National Water Plaza, along Dunga Road with the subject line: - **ACA/OT/017/2018-2019** SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 a.m.** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing through emails, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2., the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity have required delivery time will be treated as non-responsive and rejected.

(ii)

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.24 Post-qualification

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following: -
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

- 2.26.1 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 thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security where applicable pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 The successful tenderer shall sign and date the contract with the Procuring entity.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed immediately the notification of contract award is issued.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern,

sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
 - a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
 - e) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

3.9.1 Prices charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

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

3.10. Assignment

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

3.11. Termination for Default

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

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for Convenience

3.13.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

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

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

3.19 Appendix to Instructions to Tenderers

The following information for the Supply, Installation, Implementation, Testing, Training, Commissioning and Maintenance of an Enterprise Resource Planning System shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
3.19.1	Indicate eligible tenderers: Open
3.19.2	No fee to be charged for tender documents downloaded. (Kshs. 1,000/= charge for hard copies collected from office)
3.19.3	<p>Particulars of eligibility and qualifications documents of evidence required. Copies of:-</p> <ol style="list-style-type: none"> 1. Certificate of Incorporation 2. Copy of the company's valid Certificate of Tax Compliance 3. Valid Business Trading License 4. Current approved authorization, registration, licenses and statutory requirements where applicable. 5. Duly-filled Confidential Business Questionnaire 6. Company Profile 7. Audited financial statements for the company for the last three accounting years. 8. Working Capital of a minimum of Kshs 30 Million 9. Financial Turnover of Ksh. 100 Million for the last 3 financial years 10. Bid security of Ksh 1,000,000. The bid security should remain valid for one hundred and twenty (120) days beyond the tender validity period. 11. Evidence of Physical location of the company/firm (title deed, lease agreements, utility bills) 12. Power of Attorney (where applicable) 13. Duly filled stamped and signed form of tender. 14. Valid development and implementation authorization certificate (minimum of Gold or equivalent level) from the product developer/solution's copyright holder 15. Recommendation letters for the five (5) projects completed within the last five (5) years.
3.19.4	<p>Form of Tender Security. If Applicable</p> <p>The Tender Security shall be in the form of Bank Guarantee from a reputable bank or a Guarantee from an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA).</p>

3.19.5	Validity of Tenders: Tenders shall remain valid for 90 days after date of Tender Opening
3.19.6	State day, date and time of tender closing: Tuesday 18th June 2019. 10:00AM.
3.19.7	All Documents shall be delivered to the tender box on the 3 rd Floor Reception
3.19.8	Opening of Tenders: Tuesday 18th June 2019. 10:00AM.

3.19.9 EVALUATION CRITERIA

Tenders received will be evaluated in three stages as detailed below:

1. Preliminary Requirements
2. Technical Evaluation
3. Financial evaluation

3.20 Stage 1: Preliminary Requirements

Firms that do not meet any of the following mandatory requirements shall be rejected at this stage.

No	Requirements *(All copies attached must be certified by a Commissioner of Oaths as true copies of the original) *
1.	Certificate of Incorporation
2.	Copy of the company's valid Certificate of Tax Compliance
3.	Valid Business Trading License
4.	Current approved authorization, registration, licenses and statutory requirements where applicable.
5.	Duly-filled Confidential Business Questionnaire
6.	Company Profile
7.	Audited Financial statements for the company for the last three accounting years.
8.	Working Capital of a minimum of Kshs 30 Million
9.	Financial Turnover of Ksh. 100 Million for the last 3 financial years
10.	Bid security of Ksh 1,000,000 . The bid security should remain valid for one hundred and twenty (120) days beyond the tender validity period.
11.	Evidence of Physical location of the company/firm (title deed, lease agreements, utility bills)
12.	Power of Attorney(where applicable)
13.	Duly filled stamped and signed form of tender
14.	Valid development and implementation authorization certificate (minimum of Gold or equivalent level) from the product developer/solution's copyright holder
15.	Recommendation letters for five (5) projects completed within the last five (5) years.

3.20.1 Stage 2: Technical Evaluation

Technical evaluation will be undertaken in two stages:

- (a) Firm and team experience
- (b) Conformity to technical requirements.

3.20.2 Firm and Team Experience

Firm experience	
Evaluation Attribute	Criteria
Must have a minimum of 10 years experience implementing Public Sector ERP solutions *Provide a list of relevant projects handled and their timelines in form ACA 1 provided.	Below 7 years – 0 Above 7 and below 10 – 6 marks 10 years and above -10 marks
Previous handling of five (5) similar projects in scope and complexity in the last five (5) years. *Attach copies of LPO/LSO/contract along with completion certificates. *Use form ACA 2 to provide project details.	2 marks each (Max 10 marks)
Valid ICT Authority Accreditation Certificate (Systems and Applications Category)	3 marks
Total	23 Marks

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

Team Experience	
Evaluation Attribute	Criteria (1 mark per attribute)
Project Manager <ul style="list-style-type: none"> • Master’s Degree in Business Administration, Finance or project management • Bachelor’s Degree in Computer Science or related field • A certification in project management preferably prince 2 • At least five (5) years’ experience implementing the proposed ERP solution. • Has led teams in the development of at least four relevant and comparable assignments in the last seven years. 	Max 5 marks

System Designer <ul style="list-style-type: none"> • Bachelor’s Degree in Computer Science or related field • Experience of a minimum of four (4) years in ERP Design. • Has participated in the respective role in at least two relevant and comparable projects in the last seven years. 	Max 3 marks
System Developer #1 <ul style="list-style-type: none"> • Bachelor’s Degree in Computer Science or related field • Experience of a minimum of four (4) years in ERP Development. • Has participated in the respective role in at least two relevant and comparable projects in the last seven years. 	Max 3 marks
System Developer #2 <ul style="list-style-type: none"> • Bachelor’s Degree in Computer Science or related field • Experience of a minimum of four (4) years in ERP Development. • Has participated in the respective role in at least two relevant and comparable projects in the last seven years. 	Max 3 marks
Solution Implementer <ul style="list-style-type: none"> • Bachelor’s Degree in Computer Science or related field • Experience of a minimum of four (4) years in ERP testing, data migration and user training. • Has participated in the respective role in at least two relevant and comparable projects in the last seven years. 	Max 3 marks
Total	17 Marks

*Use form ACA 3 provided to give project personnel details

Bidders who score a minimum of 35 out of 40 marks shall proceed to the next stage of evaluation.

3.20.3 Conformity to the technical requirements

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

Bidders who score a minimum of 40 out of 60 marks shall proceed to the next stage of evaluation.

3.20.4 System Demo

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

No	Criteria	Marks
1	System is easy to use and has a clean interface, uses web based technology and is mobile responsive	3
2	Seamless end to end demonstration of finance, procurement and HR processes.	7
3	The demonstrated system has robust business intelligence and reporting features(Finance, Procurement and HR)	3
4	The demonstrated system supports integration to other systems (internal and external)	3
5	Demonstrate adequate security features.	4
	Total	20

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

Due-Diligence (Pass/Fail Basis)

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

Stage 3: Financial Evaluation

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

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

3.20.5 SPECIAL CONDITIONS OF THE CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
i. Performance security	Applicable
ii. Delivery of Services	A Contract period of 9 months with a warranty of one year and thereafter annual maintenance contract renewable upon satisfactory performance.
iii. Payment	After signing of the Contract & Receipt and full delivery of services
iv. Price adjustment	No Price adjustments allowed.
v. Applicable law	Laws of Kenya
vi. Notices	Procuring Entity Executive director, Anti-counterfeit Authority. P. O. Box 47771-00100 NAIROBI
Others as necessary	

SECTION IV: TERMS OF REFERENCE

Background

The Anti-Counterfeit Authority was established under the Anti-Counterfeit Act 2008 as a State Corporation with the mandate to enlighten and inform the public on matters relating to counterfeiting, combat counterfeiting, trade and other dealings in counterfeit goods, devise and promote training programs to combat counterfeiting and co-ordinate with national, regional or international organizations involved in combating counterfeiting.

As an established institution, ACA has no integrated enterprise resource management system to effectively manage and administer business processes. The business processes that are currently automated operate independently while most other processes are done manually; creating information silos and hinders cross-functional synergy. The lack of a central repository, large volumes of data generated, rapid demands of the corporate environment and the need for synergy across organizational processes has necessitated the acquisition of a system customized to fit ACA processes.

The Authority seeks to acquire a comprehensive ERP system that is public sector inclined, web based and supports workflows. The system will replace some independent systems and integrate with the remaining thus breaking the information silos.

Purpose of this document

The Authority requests the services of a vendor to implement an ERP and integrate it with existing applications. The purpose of this document is to set out the terms of reference for the implementation and seeks to establish to the greatest possible extent complete clarity regarding the requirements for both parties to the agreement resulting from this request for proposal.

The functional units of ACA

The Authority is comprised of the following functional units: Enforcement, Legal Services, Education and Public Awareness, Research, Quality Assurance, HR and Administration, Accounts & Finance, Supply Chain Management, Internal Audit, ICT and Public Communication

Existing Systems

The Authority currently has Sage Evolution ERP (procurement and Finance), Sage VIP (Payroll Management), Exchange email, Retriever (Fleet tracking), Biometric Access Control, MPesa Paybill and Active Directory.

Additionally, the Authority is in the process of contracting a technology partner to automate the Enforcement & Legal Services department with an open source solution.

ERP Modules and Features

The Authority seeks to acquire an easy to use, web-based ERP system that supports workflows with the following modules and features to be executed in two phases, this tender document focuses on phase I.

Modules

Phase I

- i. Accounts and Finance Management
- ii. Human Resources, Administration and Transport Management
- iii. Supply Chain, Stores and Contract Management

Phase II

- i. Customer/Stakeholder Relations Management
- ii. Internal Audit Management
- iii. ICT Helpdesk Management
- iv. Planning, Monitoring and Evaluation

Features

- i. Intuitive Graphical User Interface
- ii. Network Ready with Multi-User Password Control
- iii. Web Based
- iv. Integration Module to Integrate with Exchange email, Retriever (Fleet tracking), Biometric Access Control, MPesa Paybill, Active Directory and the Enforcement Case & Depot Management.
- v. Process Workflow, Alerts and Embedded Document Attachment
- vi. Dashboards
- vii. Business Intelligence, Analytics and Reporting
- viii. Employee Self-Service Web Portals
- ix. The system should have a robust search feature.

ACA Branches and User Base

The Authority is headquartered in Nairobi and has branches in Mombasa, Kisumu, Eldoret and satellite office at JKIA, ICD Nairobi, Namanga, Moyale, Busia, Malaba and Isebania. The Authority currently has about 135 members of staff. The number of users who are expected to use the ERP system at any given time would be fifteen (15) in number.

Scope of Services for the ERP Solution

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

1. Supply, Installation, Implementation, Customization, Testing, Training and commissioning of a licensed ERP Software and related software utilities and add-ons.
2. Supply and installation of a licensed database management system
3. Project Implementation Services
 - i. System Documentation including: Requirements document, Design document/technical manuals, Operational manual/Users' guide, Administration manuals
 - ii. Implementation and customization of various modules
 - iii. User Acceptance Testing (UAT)
 - iv. Data Migration from current data formats
 - v. Integration with existing systems
 - vi. Training – Administrators, Senior Users and all other end Users
 - vii. Launch and Go Live hand holding support
4. Post Implementation Services
 - i. Annual Technical Support (ATS) for Application Software and Users (the first year MUST be provided as part of proposal)
 - ii. Additional Customization, add-ons setup and upgrade rollout
 - iii. Supply of additional Licenses for Packaged Solution Modules

- iv. One-year warranty for the ERP (period to commence after commissioning and stabilization of the system)
 - v. Statement of the recurrent costs
5. Provide specifications of the required hardware environment
 6. Provide the support plan during the warranty period

Submission of the Proposal

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

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

Section 1: Standard Documents and Forms

- i. Certificate of Incorporation
- ii. Copy of the company's valid Certificate of Tax Compliance
- iii. Valid Business Trading License
- iv. Current approved authorization, registration, licenses and statutory requirements where applicable.
- v. Duly-filled Confidential Business Questionnaire
- vi. Company Profile
- vii. Audited Financial statements for the company for the last three accounting years.
- viii. Working Capital of a minimum of Kshs 30 Million
- ix. Financial Turnover of Ksh. 100 Million for the last 3 financial years
- x. Bid security of Ksh 1,000,000. The bid security should remain valid for one hundred and twenty (120) days beyond the tender validity period.
- xi. Evidence of Physical location of the company/firm (title deed, lease agreements, utility bills)
- xii. Power of Attorney (where applicable)
- xiii. Duly filled stamped and signed form of tender
- xiv. Valid development and implementation authorization certificate (minimum of Gold or equivalent level) from the product developer/solution's copyright holder
- xv. Recommendation letters for the five (5) projects completed within the last five (5) years.

Section 2: Executive Summary

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

Section 3: Firm and Team Experience

Firm Experience

Bidders must have a minimum of ten (10) years' experience implementing Public Sector ERP solutions additionally the bidder must have handled five (5) similar projects in scope and complexity in the last five (5) years. Attach the names, addresses and contact details of these organizations and LPO/LSO and completion certificate (for completed assignments) and provide details of work under way or contracted.

Key Personnel, Experience and Qualifications

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

Project Manager/Team Leader

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

- Bachelor's Degree in Computer Science or related field
- Master's Degree in Business Administration, Finance or project management
- A certification in project management
- At least seven (7) years' experience in implementing the proposed ERP solution.
- Has led teams in the development of at least four relevant and comparable assignments in the last seven years.

Development Team

The development team shall be composed of a minimum of four (4) personnel with skills in ERP design, setup, installation, customization and implementation. The team should in the least be composed of a solutions designer/architect, two developers and an implementer. The members of the development team shall have the following qualifications and experience;

- Bachelor's Degree in Computer Science or related field
- Experience of a minimum of four (4) years in ERP Design/Development/Implementation respectively.
- Has participated in the respective role in at least two relevant and comparable projects in the last seven years.

Section 4: Technical Proposal

4.1 Detailed work plan

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

4.2 Description of the project implementation methodology:

This section will provide details on but not limited to:

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

4.3 Support and maintenance plan:

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

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

In doing so the bidder is expected to include:

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

4.4 Change Management and Communication

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

4.5 Change Request Management

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

4.6 Business Intelligence, Analytics and Reporting

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

4.7 Product Licensing

The bidder is required to provide a narrative on the product licensing model, detailing the license types supported by the product. Sample license and maintenance agreements shall be provided in this part of the Bidder's response for all components of the recommended solution. ERP licenses shall be perpetual. The system shall provide for unlimited number of users and allow a minimum of fifteen (15) users at any given time. The bidder is required to propose a license acquisition model that ensures that the Authority during the initial development stages only pays for the required number of licenses and the rest at later stages. The bidder is also required to give some notes on increasing the number of licenses as and when needed.

4.8 Project management approach and tools

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

4.9 Hosting Infrastructure specification

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

Technical Specifications

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

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

Characteristics of the proposed ERP

- i. Should be modular and fully web based with support for all browsers
- ii. Ability to implement the ACA Service Charter and Calendar.
- iii. Should provide a common look and feel, consistent commands and navigational keys across all modules
- iv. Should be user friendly and have an intuitive graphical interface
- v. Ability to use shortcut keyboard keys in performing transactions
- vi. Ability to save audit logs on all the transactions undertaken in the database.
- vii. Ability to do client-side validation on data before executing a transaction
- viii. Ability of the system to import/export data in different standard formats (XML, documents, spreadsheets, access, etc.)
- ix. Ability to do server-side validation on data before executing the commit transaction
- x. Ability for the system to control and prevent the deletion of master records with transactions, e.g. vendor accounts
- xi. Ability to print the templates used in the system
- xii. Ability to print signature on specific forms in the system
- xiii. Ability to adhere to the highest degrees of security when dealing with confidential data
- xiv. Network ready with multi-user password control
- xv. Ability to handle large volumes of data at high speeds and performance.
- xvi. Ability to minimize task repetition and redundancy & provide central data storage
- xvii. Ability to provide adequate general, statistical, and analytical reports for decision makers promptly and in different layout methods.
- xviii. Ability to maintain and customize the systems to meet future needs and requirements.
- xix. Ability to access the applications through the Internet/Intranet/Extranet portals, and user defined portals and different portable devices
- xx. Employee Self Service portal
- xxi. Email and SMS Integration
- xxii. Mobile responsive
- xxiii. Process Workflow, Alerts and embedded Document attachment
- xxiv. Business Intelligence, Analytics and Reporting
- xxv. Provide a dynamic dashboard for each user that consolidates all the right information to be brought to the user's attention without the need of the user navigating to various sections of the system.

Technical Responsiveness Checklist

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

1. FS - (Fully Supported) the application fully supports the requirement without any modifications.
2. PS - (Partially Supported) the application supports the requirement with use of a workaround.
3. CR (Customization required) the application will be customized to meet the requirement(s).
4. NS - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

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

Phase I Functional Requirements
Financial Management

A. Accounts Payable

#	Requirement	Compliance(FS, PS, CR, NS)
1.	The system should be able to classify Payables into: Suppliers, Consultants, projects, Staff, Directors, cost centers in the Business Partner Master Data.	
2.	The system should classify Payables as: Services, Consumables or Fixed assets at the Stores	
3.	The system should enable the accounting process of payables to start at issuance of LPO and LSO.	
4.	Posting of invoices according to cost centers	
5.	The system should enable services to hit the Balance Sheet at invoice	
6.	The system should allow consumables to hit Stock account in the Balance sheet upon delivery	
7.	The system should allow Fixed Assets to hit Asset Control in the Balance Sheet at the time of delivery of the asset	
8.	The system should allow stores personnel to expense stock items at the time of issue to user departments	
9.	The system should be able to value stock using the weighted average cost method in the Balance Sheet.	
10.	The system should be able to provide stock levels and value at any time	
11.	The system should enable the accountant in charge of payables to pull	

	invoices, goods received voucher, delivery notes from stores when processing payment in the accounts payable module	
12.	The system should enable the accountant in charge of payables to classify payment in various expenditure categories before processing payment in the accounts payable module	
13.	The system should enable the accountant in charge of payables to request for payment approval on line and receive a message from approvers upon approval of payment in the accounts payable module for onward remittance to the bank	
14.	The system should classify various payable taxes in the business master data and at payable module upon request for payment	
15.	The system should expense payables upon update of approved payment in the payables module by the payables accountant	
16.	The system should be able to classify all the payable taxes in Balance Sheet	
17.	The system should provide for narration in the accounts payable module on the payment being made	
18.	The system should provide all the payment details and evidence that the payment has been approved in case hard copy is printed	
19.	The system should provide an audit trail of all accounts payable request sent by the payables accountant and all approved payables request	
20.	The system should maintain supplier details	
21.	Alerts as per service charter	

B. Accounts payable Reconciliation Reports

#	Requirements-	Compliance(FS, PS, CR, NS)
22.	The system should provide a reconciled aging analysis of outstanding payables	
23.	The system should provide a listing of outstanding payables at anytime	
24.	The system should provide a statement of each payable	
25.	The system should provide payables account analysis report	
26.	The system should provide posted payment register	
27.	The system should provide accounts payable trial balance-linking the payables with the general ledger	
28.	Alerts as per service charter	

C. Fixed Assets

#	Requirements	Compliance(FS, PS, CR, NS)
29	The system should provide an asset tracking number, which is a unique identification number. The physical asset should be marked with this identification number, either directly or with an asset tag.	
30	<p>The system should be able to have the fixed assets uploaded and continuously updated so as to tie the fixed assets sub ledger through the register and the fixed assets GL codes. To this end, asset register details should include:</p> <ul style="list-style-type: none"> - Asset description. -Manufacturer of the asset. - Serial number, which is the identification number assigned to the asset by its manufacturer. -Warranty coverage and expiry date. - Insurance coverage, which is a link to a file containing the detailed insurance coverage. This can be useful when an insured event occurs. - Asset’s acquisition date. - Acquisition cost of the asset. - The date the asset was placed into service. -The assets useful life. -The assets net book value. -The system should capture the asset’s physical location. -The system should capture donated assets -The system should capture date of disposal. -The system should classify asset according to class -The system should create a fixed asset master data 	
31	Alerts as per service charter	

D. General Ledger

#	Requirements	Compliance(FS, PS, CR, NS)
32	A system that can support general ledger reconciliations	
33	A system that can support cash / bank account reconciliation	
34	A system that can support a chart of account with a father-son-grandson relationship	
35	A system that can allow for addition or creation of general ledger code as the need arises.	
36	Alerts as per service charter	

E. Financial Reports

#	Requirements	Compliance(FS, PS, CR, NS)
37	A system that can support linkage of chart of account or general ledger to the Trial Balance	
38	A system which can automatically produce an accurate Trial Balance for a given period	
39	A system which can automatically produce income statement for a given period	
40	A system that can automatically generate statement of financial position as at a specific date.	
41	A system which can automatically generate statement of cash flow position and cash flow forecasts	
42	A system which can automatically generate statement of changes in equity	
43	A system that can support automatic and instant update of general ledger, Trial balance, Income statement and statement of financial position after every transaction.	
44	A system which can generate payroll journal ready for updating the General ledger	
45	Alerts as per service charter	

F. Budget Preparation

#	Requirements	Compliance(FS, PS, CR, NS)
46	The System allows annual budget amounts to be automatically allocated to monthly amounts.	
47	Allows for projections and historical analysis of data over a period.	
48	The System has features for developing a budget based on combinations of historical trends, or automatically from base budgets, or on user projected amounts.	
49	The System has the ability to report budgets on a consolidated basis, by division, department or projects/program, for a specific set of accounts, or a combination of both.	
50	The System has the flexibility to record “notes” electronically against budget estimates.	
51	Allows for on-line input of budget estimates as well as summary reporting on estimates during the preparation and review process.	
52	The System maintains budget detail information in support of budget estimates.	

G. Budget Monitoring

#	Requirements	Compliance(FS, PS, CR, NS)
53	The System maintains a revision history to the approved budget.	
54	The System supports user definable Report of Budget variance	
55	The System has flexibility in projecting actual year-end balance.	
56	The System produces standard budget reports grouped by various methods (expenditure type, department, division, region etc.)	
57	The System supports summary reporting on capital projects including totals by type of project, type of expenditure and source of financing.	
58	Alerts as per service charter	

H. Cash Management

#	Requirements –	Compliance(FS, PS, CR, NS)
59	Create and manage multiple cashbooks	
60	Manage cash and banking activities	
61	Manage receipts and payments transactions	
62	Perform bank reconciliation (Auto and Manual)	
63	Import Bank statements into the system	
64	Petty cash management as per cost centers	
65	Manage Cash, mobile and cheque transactions	
66	Generate Cash Book reports	
67	Display all transaction details by clicking on the transaction in the bank reconciliation.	
68	Entries need only be entered once and Cashbook will automatically create the necessary entries for general ledger, Accounts Receivable and Accounts Payable. One audit trail on all cash movement for easier analysis;	
69	With one click the transaction is instantly reconciled and the bank balance immediately updated.	
70	The cashbook is date driven, giving you running balances for date or period.	
71	Archive batches of transactions that re-occur on a regular basis, and then recall the batches by retrieving. On retrieval, you have the option to assign a new transaction date and fiscal period to the transactions.	

I. Receipting and payment Vouchers management

#	Requirements –	Compliance(FS, PS, CR, NS)
72	Print branded receipts with auto generated receipt numbers	
73	Define payment methods (e.g. Cash, cheque, EFT, mobile banking)	
74	Track bank deposits/ remittances	
75	Create income for all receipts and payment	
76	Track payment to cost centers	
77	Printable statement for all receipts categories per cost center	
78	Allow emailing of receipt	
79	Post receipts transaction to journals/ ledgers	
80	Create receipts register per category	
81	Payment handling with approval workflow	
82	Print Cheques with numbers referenced to cashbooks	
83	Print payment vouchers fully capturing details of payment	
84	Allow reimbursement/refund of expenditure incurred	
85	Generate payment list for bank funds transfer	
86	Auto posting of transactions to relevant expenditure accounts	
87	Check for duplicate payment numbers	
88	Post payment transaction to journals/ ledgers	
89	Integrate with KCB Quick pay	
90	Alerts as per service charter	

J. Imprest Management

#	Requirements –	Compliance(FS, PS, CR, NS)
91	Staff will make an imprest requisition and surrender on a self-service web portal.	
92	Approval of the Requisition.	
93	Enter surrender date	
94	Funds would be processed and dispatched to the staff.	
95	Funds recorded as amounts issued to the staff under the imprest register.	
96	Age the receivables by days and report on time taken(days) to surrender	
97	Staff surrender expenditure receipts	
98	Checking expenditure vouchers against imprest register.	
99	Analyzing the expense of the imprest surrender.	
100	Reconciliation	
101	Posting of the imprest surrender expenditures in the general ledger as per cost centers.	
102	Alerts as per service charter	

Human Resource and Administration Management

A. Employee Management

#	Requirements	Compliance(FS, PS, CR, NS)
103	Organizational Details	
104	Employee Data Management (qualifications, contacts, dependents, job group, Next of kin etc.)	
105	Employee Self Service Portal	
106	Staff Training process, planning, mentorship and data management	
107	Employee Leave Management – Leave calendar, Request, Recommendation, Approval, Recall, Handing over, Notifications, Biometric Access and leave balances.	
108	Recruitment Process – allow for online data entry by the applicants, generate a unique applicant ID, enable the applicant to download, print and sign the filled form.	
109	Employee onboarding workflow – allow for notifications to respective sections on new employee needs i.e. office space, ICT equipment, user account creation on systems, email creation, branded merchandise, stationery, furniture, staff ID etc.	
110	Employee clearance and exit Management – online clearance, clearance certificate, final dues, handing over, exit interview.	
111	Contract staff, Interns and Research Assistants engagement management	
112	Employee Transfer, Postings, Secondments and promotion	
113	Grievance Handling and Disciplinary process	
114	Training and development – Training needs analysis, training allocation vs budget, training reports and training evaluation.	
115	Staff Performance & Appraisal Management Performance management based on the Balanced Score Card - The system to keep track of BSC development and approval, reporting and evaluation, employee performance, generate appraisal reports.	
116	Integrated Reporting with export to standard formats such as text, spreadsheets etc.	

117	Integration with the Biometric system	
118	Alerts and notifications for pending and overdue procedures,	
119	Reports	

B. Payroll Management

#	Requirement	Compliance(FS, PS, CR, NS)
120	Pay change advise management (Request and Approval)	
121	Earnings and allowances per job group (Basic, house, transfer, leave, baggage, telephone, commuter, hardship etc)	
122	Deductions	
123	Employee Bank Details	
124	Pay periods (contract staff, acting capacities, deductions etc.)	
125	Payroll journal as per cost centers	
126	Payslip and P9 emailing	
127	EFT upload	
128	Salary increment portal (increment period management and alerts)	
129	Payroll data import portal	
130	Salary scales and Grades	
131	Payroll summary with all allowances	
132	Ability to derive the following: P9 Form, P10 A – list, P10 – Employer certificate, PAYE, NHIF, NSSF, Staff Welfare Deductions, Deductions summary, Customized deduction reports, Earnings, Customized earnings report, Bank report(per bank), Pension(employee & employer), Saccos', Insurance, Net pay for EFT, Payroll Reconciliation / Variance analysis, Multiple Companies, Tax Brackets	
133	Accessible via employee self service	
134	Pension management	

135	Other payrolls: Board, Police, contract staff, interns, research assistants, casuals etc.	
136	Alerts as per service charter	
137	Customized Payroll reports, payslips, self-service, pay change advise etc.	
138	Payroll reports	

C. Transport Management

#	Requirements	Compliance(FS, PS, CR, NS)
139	Vehicle details	
140	Online transport requisition management and driver/vehicle allocation	
141	Work ticket management (Purchase, issuance, closing and return)	
142	Ability to monitor fuel consumption transactions and perform analysis showing fuel statistics.	
143	Vehicle repair and maintenance management - Ability to keep track and monitor trends in vehicle repair and determine vehicles to keep or to retire	
144	Ability to derive fleet based reports such as: <ul style="list-style-type: none"> ▪ Those analyzing costs and monitoring trends in wear, neglect and abuse of equipment ▪ Preventive and repair maintenance history that lists all of the maintenance performed on the vehicles. This report includes the costs of preventative maintenance and repairs ▪ Fleet List Reports ▪ Fuel consumption reports 	
145	Alerts – insurance, vehicle servicing etc.	
146	Integrate with fleet tracking system	
147	Incident management and observations	
148	Transport reports	

D. Records Management

#	Requirements	Compliance(FS, PS, CR, NS)
149	File management - File movement, Folio management, File requests, file retrieval, Indexing	
150	Archive management	
151	File opening and closing	
152	Document Classification	
153	Retrieval and distribution of mails and files	
154	Alerts and notifications	
155	Reports	

E. Knowledge Management

#	Requirements	Compliance(FS, PS, CR, NS)
156	Ability to upload various corporate documents – seminar/training /benchmarking reports, research papers, case studies, newspaper extracts etc. MoUs	
157	Ability to view	
158	Alerts and notifications	
159	Reports on available documents, documents upload within a particular period,	

Supply Chain Management

A. Supply Chain Management

#	Requirements	Compliance(FS, PS, CR, NS)
160	Ability to allow online requisition and approval of items to procure	
161	Procurement Master Planning	
162	Ability to link requisition to Procurement Plan and work plan.	
163	Permit the requestor to view the status of requisition	
164	Automate the entire process of RFQs'/RFPs', Quotation analysis and award process based on various thresholds'.	
165	Set timelines and reminders to various actors' involved in the Procurement Process.	
166	Capture details of Service Orders such as the supplier details, amount, input VAT, nature of goods/services, date and unit of issue.	
167	Link a purchase order to a requisition.	
168	Generate automatic purchase orders with a unique order number for each order placed.	
169	Print disclaimers on the purchase orders with respect to price variations from original quotations.	
170	Allow online approval of purchase orders.	
171	Provide the approver of a purchase order with access to budget information.	
172	Opening and Evaluation of Quotations	
173	Professional opinion	
174	Generate LPO and alert supplier	
175	Ability to automatically alert purchase order approver of orders waiting for approval/delivery.	
176	Facility to set and maintain authorization levels (workflow) of local purchase orders with different approval hierarchies.	
177	Maintain a record of rejected purchase orders.	
178	Receive goods, sign and upload the delivery note	

179	Ability to create goods received voucher that is linked to a purchase order and requisition	
180	Ability to maintain a record of all payments and purchases made per supplier.	
181	Facility to set authorization workflow of budget line items approvals.	
182	Creation of suppliers details	
183	Maintain the annual procurement budget balances	
184	Web based annual tenders and prequalification of bidders	
185	Supplier performance appraisal	
186	Inspection and Acceptance of Goods, Works and Services	
187	Disposal of assets	
188	Vendor Management, Records and vendor statistics, Automated Vendor notifications	
189	Posting of invoices according to cost centers	
190	Alerts as per the service charter	

B. Contract Management:

#	Requirements	Compliance(FS, PS, CR, NS)
191	Ability to reference Procurement module, which indicates those, requested services for which contracts require to be drawn and attachment of relevant documents (Tender /Procurement Committee minutes, requisition etc.)	
192	Ability of the contract officer to draft contract online and forward for necessary approvals.	
193	Ability to assign staff a specific contract and escalate in case more technical engagement is required.	
194	Ability to generate reports based on the following criteria: <ul style="list-style-type: none"> • Those due to expire within a given period • Those assigned to a specific staff • New contracts signed within a specified period. 	
195	Ability to integrate with Vendor Accounts in Finance for payment purposes.	

196	Contract monitoring implementation/progress/status	
197	Alerts as per service charter	

C. Stores Management

#	Requirements	Compliance(FS, PS, CR, NS)
198	Full automation of stores processes receipt, issuance and stocktaking process	
199	Online Requisition and approval of store items	
200	Stock discrepancy /damage management	
201	Full document production (receipt notes, issue notes, return to stores note, stocktaking sheets)	
202	Assign unique stores codes to each stock item	
203	Barcode identification functionality	
204	Notification alerts on; <ul style="list-style-type: none"> • Stock levels(min, max, reorder) • To requisitioner upon delivery • On pending deliveries/ requisitions 	
205	Provide Stock movement analysis	
206	Ability to attach other documents not generated by the system	

Non Functional Requirements

#	Requirements	Compliance(FS, PS, CR, NS)
207	Ability to provide automated records management and/or document management for logging, routing and electronic archiving of documents.	
208	Ability to incorporate an <i>audit</i> trail of all transactions.	
209	Ability to customize fields for proposed or unanticipated requirements.	
210	Ability to record the status of workflow and approvals for documents	
211	Ability to customize fields and look-up tables	
212	The system must provide an on-line inquiry access to transactions.	
213	Support profile based privileges such that database access privileges may be assigned to a named individual and collection of users having the same functional role, class or organizational assignment.	
214	Inhibit display of passwords whenever a user is entering a password.	
215	Ability to perform electronic approval and/or digital signatures for various documents.	
216	Ability to apply security at field, record and document levels.	
217	Ability to generate alerts for security violations.	
218	Single Sign on using Active directory Authentication	
219	Ability to customize user menus and screens based on user access rights.	
220	Ability to provide archiving of data.	
221	Ability to provide DB backup & restore, and monitoring tools for DBA	
222	Ability to provide detailed technical documents for ICT staff	
223	Ability to provide security and application system logs	
224	Support for different databases Oracle, SQL etc.	
225	System and Database Replication at DR site	
226	System resource utilization reports	
227	On-line User/Reference Manuals, Help screen, Menus and Tutorials	

Phase II Functional requirements

Bidders are required to give their response on the extent to which the proposed solution supports phase II functionalities. The award of this tender is based on phase I and the scalability of the solution to support phase II functionalities.

Customer Relations Management

#	Requirements	Compliance(FS, PS, CR, NS)
1.	Corporate Communications	
2.	Events calendar	
3.	Contact Management and Classification	
4.	Outlook client integration	
5.	Complaints Handling interaction	
6.	Customer feedback and Analysis	
7.	Online survey	
8.	Management of Awareness Information, Education and Communication Materials (IEC Inventory)	
9.	Alerts	

Internal Audit Management

#	Requirements	Compliance(FS, PS, CR, NS)
10	Audit planning and scheduling	
11	Audit documentation	
12	Audit Report and issue tracking	
13	Risk Management	
14	Alerts	

ICT Helpdesk Management

#	Requirements	Compliance(FS, PS, CR, NS)
15.	Should have one administrator agent and at least 5 technical support agents.	
16.	Should include creation of users who can log problems.	
17.	Ability to customize the portal by editing or adding fields.	
18.	Facility to create/edit/delete users.	
19.	Ability to customize the general response time of tickets based on ACA's service charter.	
20.	Self-service web portal that is friendly to users who will log in their problems	
21.	Should be linked to the Active Directory	
22.	Should be managed & maintained using a web console accessible to administrator and technical support agents only.	
23.	Automatic sending of email notifications to users and technical support once an incident has been logged with a ticket number and after its resolution.	
24.	Ability to escalate incidents to supervisors if a ticket remains unresolved or requires advanced skills.	
25.	Ability to customize processes in order to monitor performance of technical staff i.e. allow for exportation to MS Excel for further analysis.	
26.	Ability to check status of a given incident.	
27.	Ability to attach document e.g. screen shots to assist technical support when resolving incidents.	
28.	Ability to generate reports on: logged incidents, incident category, list of logged incidents in a given period	

Planning, Monitoring and Evaluation

#	Requirements	
29.	Support the development of the corporate workplan	
30.	Ability to link workplan activities to the respective sectional area	
31.	Ability to monitor the various activities with their respective implementation status	
32.	Ability to flag lagging targets	
33.	Ability to generate reports with supports of various parameters	
34.	Ability to send alerts and notifications to various actors	

Cost Proposal

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

- i. The Bidder shall provide price information for each separate component, as well as the costs of any modifications necessary
- ii. Vendor shall provide prices in Kenya shillings inclusive of VAT
- iii. Vendor shall make clear the rationale and basis of calculation for all fees.
- iv. Vendors shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

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

- i. Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.)
- ii. Indicate which product versions, operating platform(s), and machine classes are included for each price;
- iii. Indicate whether a product is for “server” or “client,” as applicable.
- iv. Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)
- v. The Authority prefers that Bidders provide separate prices for each item in the proposed solution.
- vi. The Authority reserves the right to pursue direct purchase of all items and services proposed.

Grand Summary

Item	Description	Amount(Ksh) - VAT Inclusive
A)	Implementation Cost	
B)	Licensing Cost	
C)	Warranty Period Cost	
GRAND TOTAL CARRIED FORWARD TO FORM OF BID		

Implementation Cost (One Off)

No	Description	Unit	Amount(Ksh) VAT Inclusive
1.	Implementation of ERP Modules	Lot	
2.	Fully Licensed Enterprise level relational Database system	Lot	
3.	Training(system administrators, senior users and end users)	Lot	
4.	Data Migration	Lot	
5.	Any other ERP add ons or license(s) required to activate all functionalities specified in this bid (specify - if applicable)	Lot	
TOTAL			

Licensing Cost

Description	Unit cost	Quantity	Amount(Ksh) VAT Inclusive
Solution License		15	

Warranty Period Cost (If applicable)

No	Description	Unit	Amount(Ksh) VAT Inclusive
1.	Add ons/Version Upgrade fee(if applicable)	Annual	
2.			
TOTAL			

Recurrent Costs

No	Description	Unit	Amount(Ksh) VAT Inclusive
1.	Support and Maintenance	Annual	
2.	Add ons/Version Upgrade fee(if applicable)	Annual	
3.	License Renewal - 15 licenses	Annual	
TOTAL			

Other costs (on need basis)

No	Description	Unit	Amount(Ksh)
1.	Additional user licenses	Per License	
<i>TOTAL</i>			

Implementation Schedule

The Project Implementation Period will be at most nine months. Post implementation Support will be for a period of at least one year under warranty and thereafter annual contracts (renewal subject to satisfactory performance). The Bidder shall develop a comprehensive Implementation Schedule including but not limited to the following activities.

Activity	Details	Month											
		1	2	3	4	5	6	7	8	9	10		
Inception Report	Workplan, methodology and the change management plan submitted and approved.												
Requirements gathering and needs analysis	BRD and SRS submitted and validated.												
Wireframe and Mockups	Wireframe and mockups completed, demos done, feedback collected and signed-off.												
System Development and Integration	Development of modules/components as planned are completed and are ready for testing.												
System Prototypes and Testing	All tests are completed and signed-off.												
Change Management (user engagement & training)	All system users are engaged appropriately through the life of the assignment. Trainings are completed and signed-off based on the Training Plan.												
Piloting, data migration deployment	Pilots completed and signed-off to help refine the solution and design deployment strategy. Data migration of all critical old data is completed and signed-off. The system is deployed to the production environment and signed-off.												
Documentation	All required documents are submitted and approval/sign-off given where applicable.												
Warranty and Maintenance													

SECTION V - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

Form of Tender

To: Name and address of procuring entity Date _____
Tender No.
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Cleaning and Fumigation Services under this tender in conformity with the said Tender document for the sum of[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Cleaning and Fumigation Services in accordance with the conditions of the tender.

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

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

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

Dated this _____ day of _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the day of2019 between [name of Procurement entity] of [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the Cleaning & Fumigation Services and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - the Tender Form and the Price Schedule submitted by the tenderer;
 - the Schedule of Requirements
 - the Details of services
 - the General Conditions of Contract
 - the Special Conditions of Contract; and
 - the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the Cleaning and fumigation services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name

Location of Business Premises

Plot No,.....Street/Road

Postal address Tel No. Fax Email.....

Nature of Business

Registration Certificate No.....

Maximum value of business which you can handle at any one time - Kshs.

Name of your bankers

Branch

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

Nationality.....Country of Origin.....

Citizenship details
.....

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public State the nominal and issued capital of company, Nominal Kshs. Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.

	4.
	Date.....Signature of Candidate.....

ACA 1. Relevant projects handled by the bidder

No	Client Name	Contract Value	Start date	End Date	Client Contacts

ACA 2 - PROJECTS HANDLED (IN THE LAST FIVE YEARS)

Client Name:	
Project Aspect	Details
Project/assignment description:	
Project/assignment value(specify currency):	
Project start and end dates:	
Technologies (both hardware and software) used:	
Project Management approach/framework used during implementation:	
Software development approach:	
System Deployment approach/strategy (ies) used:	
Change Management approach/strategy (ies) used:	
Warranty, Maintenance and Support provided:	
Security measures integrated in the project at design, development, deployment and maintenance:	

Training tools and techniques used:	
Team composition and skill sets used in the assignment:	
Client physical location and contact details (Postal address, Email and phone number) *Include contact person details:	
Attach a certified copy of LPO/LSO/Contract and a completion certificate	
Bidder Signature and Stamp	

ACA 3. Proposed project personnel

Proposed Role:	
Name:	
University First Degree: (Degree, Institution, Graduation month and year)	
Post Graduate Qualification(s): (Degree, Institution, Graduation month and year) <i>(if applicable)</i>	
Certification(s): (Issuing body, reference	

number, certification date) <i>(if applicable)</i>	
Technical Skills and competencies:	
Work Experience (Provide required details for each relevant previous role held.	<i>[Start Date - End Date, Institution, Role/Position, Brief Role Description, List of projects involved in and role played in those projects]</i>
<p>I..... do hereby confirm that the above qualifications and experience are accurate and that I will be available for the entire contract period.</p> <p>Sign: Date:</p> <p>Bidder's Stamp</p>	