KLDC

KENYA LEATHER DEVELOPEMENT COUNCIL
P.O. Box 14480 - 00800, CPA Centre 5th Floor, Survey, Thika Road Nairobi.
E-mail: ldckenya@gmail.com: Website: www.leathercouncil.go.ke

TENDER DOCUMENT FOR CONFIGURATION, INSTALLATION, TESTING AND COMMISSIONING OF AN ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION FOR KLDC

TENDER NUMBER KLDC/PROC/045/2020-2021

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SECTION I : INVITATION TO TENDER

TENDER REF NO: KLDC/PROC/045/2020-2021
TENDER NAME: CONFIGURATION, INSTALLATION, TESTING AND COMMISSIONING OF AN ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION

The **KENYA LEATHER DEVELOPMENT COUNCIL (KLDC)** invites sealed tenders from eligible candidates for **configuration, installation, testing and commissioning of an enterprise resource planning (ERP) solution**

A complete set of tender documents may be obtained by interested candidates by downloading from the Kenya Leather Development Councils' website: **www.leathercouncil.go.ke** or public procurement portal: **www.tenders.go.ke** free of charge.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 120 **days** from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box located at Kenya Leather Development Councils' office's, Reception area, **CPA CENTRE BUILDING,5th FLOOR, THIKA ROAD NAIROBI** or be addressed to:

The Chief Executive Officer,
Kenya Leather Development Council,
P.O. Box 14480-00800 Nairobi-Kenya,
So as to be received on or before Tuesday 25th May 2021, 11.00 am.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at CPA Centre 5th Floor Executive Boardroom, Thika Road - Nairobi

Bidders who download the tender document will not be required to pay any fee and must forward their particulars immediately for recording and for the purposes of receiving any further tender clarifications and/or addendums to: procurement@leathercouncil.go.ke.

SIGNED For: Chief Executive Officer, Kenya Leather Development Council

SECTION II : INSTRUCTIONS TO TENDERERS

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2.1 **Eligible Tenderers**

2.1.1   This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, installation, testing and commissioning of the equipment by the intended completion date specified in the tender documents.

2.1.2   The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

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 goods under this Invitation for tenders.

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

2.2 **Eligible Equipment**

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

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

2.2.3   The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 **Cost of Tendering**

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

2.3.2   The price to be charged for the tender document shall not exceed Kshs 5,000.00

2.3.3   The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4 Contents of Tender Document

2.4.1   The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers

(i)   Invitation to Tender
(ii)   Instructions to Tenderers
(iii)   General Conditions of Contract
(iv)   Special Conditions of Contract
(v)   Schedule of requirements
(vi)   Technical Specifications & Terms of reference
(vii)   Tender Form and Price Schedules
(viii)   Confidential Business Questionnaire Form
(ix)   Tender Security Form
(x)   Contract Form
(xi)   Performance Security Form
(xii)   Bank Guarantee for Advance Payment Form
(xiii)   Manufacturer's Authorization Form
(xiv)   Letter of Notification of Award
(xv)   Request for Review Form
(xvi)   Debarment form
(xvii)   Anti-corruption form
(xviii)   Litigation form

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

2.5 Clarification of Tender Documents

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

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

2.6   Amendment of Tender Documents

2.6.1   At any time prior to the deadline for submission of tender, 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.

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

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

2.7   Language of Tender

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

2.8   Documents Comprising the Tender

2.8.1   The tender prepared by the tenderers shall comprise the following components.
    (a)   A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
    (b)   Documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
    (c)   Documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
    (d)   Tender security furnished in accordance with paragraph 2.14
    (e)   Confidential Business Questionnaire

2.9   Tender Form

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

2.10   Tender Prices

2.10.1   The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

(iii) installation charges shall also be indicated separately for each equipment

2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

(a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and

(b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.

(c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

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

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

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

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

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

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

2.13   Goods Eligibility and Conformity to Tender Document

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

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

2.13.3   The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
    a) a detailed description of the essential technical and performance characteristic of the equipment
    b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
    c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14   Tender Security

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

2.14.2   The tender security shall be in the amount not exceeding 2 percent of the tender price.

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

2.14.4   The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
    a)   Cash
    b)   A bank guarantees
    c)   Such insurance guarantee approved by the Authority
    d)   Letter of credit.

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

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

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

2.14.8   The tender security may be forfeited:

a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
b) in the case of a successful tenderer, if the tenderer fails:
   i)   to sign the contract in accordance with paragraph 2.27.1 or
   ii) to furnish performance security in accordance with paragraph 2.28
c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15   Validity of Tenders

2.15.1   Tenderers shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.16   Format and Signing of Tender

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

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

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

2.17   Sealing and Marking of Tenders

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

2.17.2   The inner and outer envelopes shall:
                     (a) be addressed to the Procuring entity at the address given on the Invitation to Tender.
                     (b) bear the tender number and name in the Invitation to Tender and the words **"DO NOT OPEN BEFORE   the date specified in the invitation to tender**

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

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

2.18   Deadline for Submission of Tenders

2.18.1   Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than (**as per the Invitation to tender letter**).

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

2.18.3   Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

2.19   Modification and Withdrawal of Tenders

2.19.1   The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

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

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

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

2.20   Opening of Tenders

2.20.1   The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on Tuesday 25th May 2021, 11.00 am, and in the following location.

> Kenya Leather Development Council Offices,
> CPA Centre, 5th Floor,
> Thika Road,
> P.O. box 14480-00800, Nairobi-Kenya

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

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

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

2.21   Clarification of Tenders

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

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

2.22   Preliminary Examination and Responsiveness

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

2.22.2   Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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 may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3   The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

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

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

2.23   Conversion to Single Currency

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

2.24   Evaluation and Comparison of Tenders

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

2.24.2   The Procuring entity's evaluation of a tender will exclude and not take into account
            (a)   in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
            (b)   Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3   The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4   The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:
            1.   delivery and installation schedule offered in the tender;
                    i.   deviations in payment schedule from the specific

ii.   the cost of components, mandatory spare parts and service;
2. the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5   Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a)   *Delivery schedule*
The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b)   *Deviation in payment schedule*
Tenderers shall state their tender price for the payment of 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.

(c)   *Spare parts and after sales service facilities*
Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

2.25   Contacting the Procuring Entity

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

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

2.26   Award of Contract

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

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

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

b) Award Criteria

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

2.26.5   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.

c) Procuring Entity's Right to accept or Reject any or All Tenders

2.26.6   The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity's action

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

2.26.8   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.

2.26.9   A tenderer who gives false information in the tender document about his/her 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 that its tender has been accepted.

2.27.2   The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3   Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful

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   Within fourteen (14) days of receipt of the Contract Form, the   successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.29 Performance Security

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

2.29.2   Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 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 and will not be involved in corrupt or fraudulent practices.

3.30.2   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.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	*All tenderers who meet requirements as Indicated in the tender document*
2.3.2	The tender documents shall be downloaded free of charge from **www.leathercouncil.go.ke** or PPIP portal: **tenders.go.ke**
2.5.1	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 tenders
2.10.3	*Prices quoted shall not be adjusted*
2.11.1(b)	*Prices shall be quoted in Kenya Shillings*
2.14.1	*Provide 2% of tender sum as tender security from a reputable bank/Financial institution.*
2.15.1	Tenders shall remain valid for 120 days after date of tender opening
2.16.1	*Bidders shall provide 1 ORIGINAL, and compact disk (CD) of the tender document*
2.16.2	All pages of the tender document must be signed/initialed/stamped by the person or persons signing the tender.
2.17.1	As in 2.16.1 above
2.18.1	Tenders must be received by the Procuring entity at the address below: **Kenya Leather Development Council Offices, CPA Centre,5th Floor**

	Thika Road, **P.o box 14480-00800, Nairobi-Kenya** *So as to be received on or before Tuesday 25th May 2021, 11.00 am*
2.18.3	Bulky tenders which will not fit in the tender box shall be delivered at the procurement office located at CPA Centre 5th Floor, Thika Road and recorded in the tender register
2.20.1	*As in 2.18.1 above*
2.28.2	The parties shall sign the contract within Thirty (30) days after notification of award but not earlier that Fourteen days of notification.
2.29.1	Within Fourteen days (14) of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish a 5% of the tender sum as performance security from a reputable bank.
2.3.2	The tender documents shall be downloaded free of charge from **www.leathercouncil.go.ke** or PPIP portal: **tenders.go.ke**
5.7.1.11.1	**WARRANTY PERIOD** **The warranty period shall be Twenty-Four (24) calendar months.**

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

GENERAL CONDITIONS OF CONTRACT

3.1   **Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated: -
       (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
       (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
       (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
       (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
       (e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2   **Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

3.3   **Country of Origin**

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4   **Standards**

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

3.5   **Use of Contract Documents and Information**

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

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

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on

completion of the Tenderer's performance under the Contract if so, required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

3.7.1 Within 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 Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of
    a) Cash
    b) Bank guarantee
    c) Such insurance guarantee approved by the Authority
    d) Letter of credit

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

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the

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

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

3.9   Packing

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

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

3.10   Delivery and Documents

3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11   Insurance

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

3.12   Payment

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

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

3.13   Prices

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

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

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

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

3.14   Assignment

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

3.15   Subcontracts

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

3.16   Termination for Default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
   (a)   if the tenderer fails to deliver any or all of the equipment within the period9s) specified in the Contract, or within any extension thereof granted by the Procuring entity
   (b)   if the tenderer fails to perform any other obligation(s) under the Contract
   (c)   if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17   Termination for convenience

3.17.1 The Procuring entity by 30 days written notice sent to the contractor may terminate the contract in completely or in part, at any time for its convenience. The notice of termination shall specify that the termination be 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.

3.17.2 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.

3.18   Liquidated Damages

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

3.19   Resolution of Disputes

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

3.19.2   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.

3.20   Language and Law

3.20.1   The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21   Force Majeure

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

3.22   Notices

3.22.1   Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1   Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2   **Special conditions of contract as relates to the GCC**

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	*5 % of tender Sum should be provided as performance security*
3.7.3	The performance security shall be from a reputable bank valid Thirty days after warranty expiry period.
3.12.1	*Indicate terms of payment* *The payment shall be based upon work certified by the project managers.* *The service provider shall invoice the procuring entity per module in an itemized schedule, upon which the project manager shall certify the service done to trigger payment.*
3.19.2	All disputes that the parties are unable to settle shall be referred to the Nairobi Centre for International Arbitration.
3.22.1	Any notices between the parties shall be written, signed and stamped.

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICES

Notes on Schedule of Requirements and Prices

5.1   The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only.

The tenderers may use additional paper as will be necessary to indicate the details of their costing.

SCHEDULE OF REQUIREMENTS AND PRICES

PRICE SCHEDULE				
ITEM	ACTIVITY	UNIT COST (KSH)	VAT (KSH)	TOTAL COST (KSH)
1.	License Costs			
2.	Configuration, Installation, Testing and Commissioning of ERP Consisting of the 12 modules			
3.	Training			
4.	Support			
5.	Any Other			
Gross Amount				

NB:
Provide the cost as per category and any other costs pertaining to the ERP project
1) **Prices quoted Must be inclusive of all taxes and charges**
2) **Adjust the Form to fit the extra activities.**
3) **The Gross amount** (total cost) **should tally with the form of tender sum.**
4)
Sign…………………………...**Date**…………………………

Stamp…………………

SECTION VI: TECHNICAL SPECIFICATIONS

Table of Clauses

TERMS OF REFERENCE FOR CONFIGURATION, INSTALLATION, TESTING AND COMMISSIONING OF AN ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION FOR KLDC

6.1.1 Background

Kenya Leather Development Council (KLDC) is a State Corporation established by the Government of Kenya under the Kenya Leather Development Council Order, 2011 (Legal Notice No. 114 of 9th September, 2011), under the State Corporations Act (Cap. 446), Laws of Kenya, to provide leadership and policy direction in regulation, production, processing and marketing in leather industry so as to promote equitable development and poverty reduction. The council's Headquarter is located in Nairobi and a training and production center located in Thika.

In an effort to streamline processes for efficiency and enhance service delivery, KDLC seeks to implement an Enterprise Resource Planning solution in the entire organization for all its processes.

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

6.1.2 Organization Structure
The organization structure is as depicted in the chart below:

APPROVED ORGANIZATION STRUCTURE: KENYA LEATHER DEVELOPMENT COUNCIL
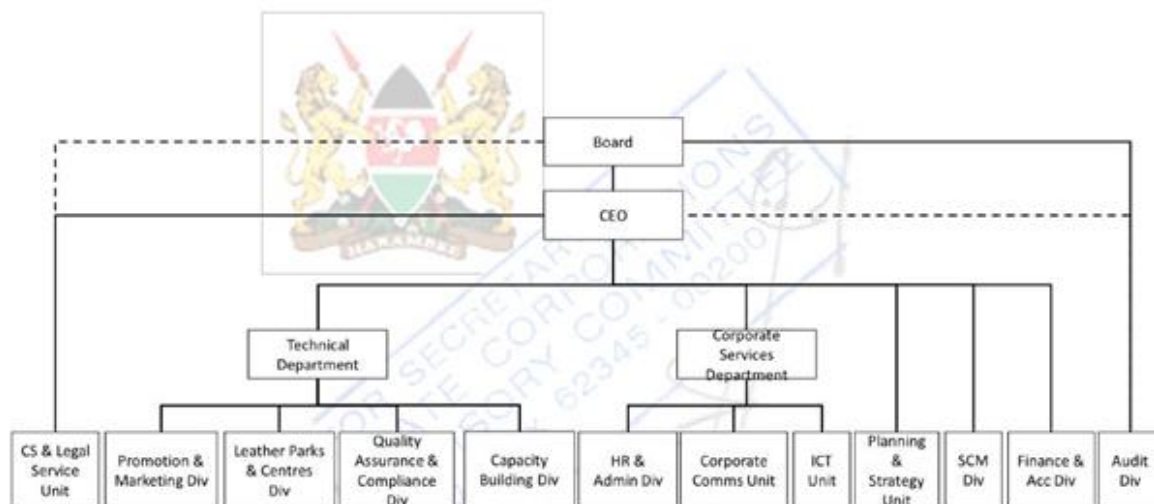
6.1.3 Problem statement

Effective service delivery is an important objective for all government institutions.

KLDC has majorly been using a manual system that is more error prone and tedious. Currently KLDC uses basic computerized office suite applications, a payroll system and the internet. The institution's need to handle work much more efficiently with the use of computerized system which helps save time and money. The use of a computerized system within KLDC will enable staff make online transactions in and out of office. This is an advantage given the fact that some staff members may not be stationed in Nairobi or may be working from home.

The popularity of the computerized system is increasing day by day and most systems used in institutions are being computerized nowadays. An Enterprise Resource Planning (ERP) is the latest high end software solution which seeks to streamline and integrate operations, processes and information flows. It synergizes the human resource, material, money and machine. In other words, the ERP system will integrate all KLDC's data and processes into a unified system. A typical ERP will use multiple components of computer software and hardware to achieve the integration. A key ingredient of most ERP systems is the use of a unified database to store data for the various system modules.

In this regard, and with the view of running automated systems, KLDC needs to create a singular harmonized platform for the agreed processes and procedures.

6.1.4 Benefits

It is envisioned that upon full implementation of the ERP System, the following benefits shall be realized:

a) Improved efficiency by eliminating repetitive processes and greatly reduce manual interventions and also streamline Council's business processes.
b) Improved service delivery as most of our core processes will be automated.
c) Enhanced collaboration between departments by integration with existing system to avoid duplicity of systems.
d) Standardized operations of the Council will save time and increase productivity levels.
e) Reporting will be made easier and more customizable. Improved reporting capabilities, the Council will respond to complex data requests more easily.
f) ERP solution will improve the accuracy, consistency, and security of data, all through built-in resources and firewalls

6.1.5 Objectives

6.1.5.1   Objectives of ERP Solution

The specific objectives include: -

(i)   Review of **ALL** the processes, workflows and any other workflow which departments shall suggest during the implementation.

(ii) Design and implement a web-based Enterprise Resource Planning (ERP) system to automate and integrate all the KDLC's operations/processes.

(iii) Centralize implementation to enforce necessary controls and facilitate integrated end to end solution, accurate and timely reporting.

(iv) Implement dashboard capabilities to facilitate online status reporting and informed strategic management decisions.

(vi) Integrate with other systems e.g., Banks (especially the one the Council routinely works with), and any other system that shall be found necessary for KDLC operations.

(vii) Improve organizational productivity through the reduction of time spent on managing documents among others.

(viii) Integrate and allow for future scalability e.g., Audit analytics, e-document management systems, e-board systems, big data and analytics.

6.1.6 Current ICT Scenario

Below is a tabulation of the current ICT environment.

SYSTEM	CURRENT SCENERIO
DATA CENTRE	SERVEROOM FEATURES The Council has a server room that has the following features • CCTV Cameras • A 42U server cabinet that houses all server hardware • 3 KVA UPS provides clean power to all devices in the server • A Dell Server
Office Suite	The Council using Office 2016/2019
Email System	The Council has a corporate email domain with 112 email accounts ALL hosted on the Cloud.
Access Control and CCTV Cameras	The Council installed these two systems to safeguard both the assets and staff. Some key features include: - • Biometric readers at the entry points • CCTV cameras are installed at various points.
Website	The Council has a functional corporate website www.leathercouncil.go.ke

6.1.7 Network Environment

KLDC has an existing LAN environment with about 100 computers, printers and VOIP phones connected.

6.1.8 Governance and Responsibility

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

     (i)   Representatives from KLDC and ICT Authority who form the following committees/groups

          a.   Steering Committee
          b.   Project Manager;
          c.   Technical Committee
          d.   Business Processes Committee - Functional staff involved in the various Stages of the workflow;

   (ii) Technical experts

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

6.2 PROJECT IMPLEMENTATION

The Project is organized in seven (7) stages as listed hereunder:

- **Stage 1:** *Project planning and conceptual solution definition:* conducting feasibility, understanding the requirements and developing the Project plan.
- **Stage 2:** *Detailed analysis and design of the solution*: Create user requirements blueprint and design the web-based platform prototype based on the blueprint.
- **Stage 3:** *Development/customization and configuration* of the platform incorporating the user comments including testing of each module
- **Stage 4:** *Preparation of the required hardware* provided by KLDC to ensure smooth implementation of the proposed platform.
- **Stage 5:** *System installation, implementation, integration* with other relevant systems and end to end system testing.
- **Stage 6:** *Provision of training to all the relevant groups in the KLDC*
  (Users, Technical, administrators, super users and other stakeholders).
- **Stage 7: Go live, Hand over, and Provision of Maintenance and Support** during and after completion for 24 months (potentially extendable for another six months) period.

All documentation to be delivered as part of this Contract must be in English and in soft copy and hard copy in Microsoft Word format.

6.2.1   Scope, Deliverables and Acceptance Process

6.2.1.1   Scope,
The scope of work includes the end-to-end delivery of the ERP solution that consists of all the modules described in well-articulated steps and deliverables identified in this document:

6.2.1.1.1 In order for the KLDC to get maximum benefit from implementing this system, the successful bidder will be expected to: -

i. Supply, configuration, installation, testing and commissioning of an integrated resource planning system (ERP) with a web interface, database, and functional modules (front end and back end)
ii. Setup of data validation, data analysis, data extraction, system backup and procedures
iii. Deliver a high-capacity data warehouse
iv. Setup necessary ICT security measures for the ERP System
v. Installation, configuration, test and setup of the appropriate software, licenses and kits.
vi. Provide specifications and configure the availed appropriate hardware to host and run the ERP effectively and Advice the Council on the future hardware requirements for scalability
vii. Integration with existing systems and use of big data and data mining tools to get data from the various systems to validate and give insights
viii. Migration of relevant data from existing systems.
ix. Propose and implement a comprehensive training program for all users as agreed with the Council. (e.g common users, specialized ICT technical Staff, etc)
x. Provision of warranty after successful commissioning (go-live) of the system.
xi. Preparation and timely submission of project reports.
xii. The bidder will be expected to include business intelligence and reporting module and the features of this module are to be spelt out in the technical documentation
xiii. The system should allow for data capture from source and allow upload of relevant documentation

6.2.1.1.2 **Summary of Targeted modules and functions**

	MODULE	Functions
1	**Human Resources & Administration**	• Recruitment, selection and Probation • Staff Performance Management/Appraisal • Disciplinary Actions • Leave Management • Staff Training and Development • Staff Loans and Advances Management • Staff Exit/Separation • Payroll Management • Staff Welfare & Motivation Management • Staff/Customer Satisfaction Surveys • Transport Management • Management of Outsourced Services e.g., medical insurance
2	**Finance**	• Revenue Management • Fixed Assets • Payments Processing

		• Budget Preparation • Financial Statement • Petty Cash • Account Payable • Banking and Cash Management • Imprest Management • General Ledger
3	**Procurement**	• Procurement planning • Procurement methods and sourcing • Tender Evaluation. • Project Management • Inspection Management • Contract Management • Vendor/Supplier Management • Prequalification of suppliers • Inventory Management • Stores management • Payments (invoices certification) • Disposal of Idle Assets • Procurement reporting
4	**Internal Audit**	• Audit planning • Audit Plan Execution /Actual Audit • Audit Reporting and follow ups • Audit Follow ups
5	**ICT**	• Systems Administration • Help desk and Ticketing System
6	**Research**	• Product/Market Research • Trade Flow Analysis • Other Researches • Innovations
7	**Customer Relations Management (CRM)**	• Contact Management • Interaction Tracking • Lead Management • Email Integration • Information/Document Management • Quotes/Proposal Management
8	**Production**	• Order • Production material delivery, storage and issuance • Production Process

No.		Project Deliverables	
9	**Training**	• Registration • Receiving of applications, approvals and payments • Induction and Training • Certification Process	
10	**Legal Processes**	• Contract / MOU Management and Tracking • Tracking of Court Processes • Board Calendar management	
11	**E-Document Management System**	• Maintain Document Workflow • Track changes to documents	
12	**Project Management**	• Planning tools • Resource management • Time management • Collaboration	

Note: The top partial row reads: • Payment and collection of products

6.2.1.2   Deliverables

Inception Report giving a detailed understanding of the assignment including;

   i. Project charter.
  ii. A detailed work plan with the resource requirements schedule.
 iii. Detailed response to the requirements specifications
 iv. Proposed hardware specifications
  v. System analysis and design
 vi. Risk management report
 vii. Weekly status reports including quality assurance
viii. Training of administrators and end-users
 ix. Installed and configured supporting hardware and software systems as applicable.
  x. System and User manuals
 xi. Final project report

6.2.1.3   Acceptance Process in each stage

No.	Stages	Project Deliverables	PROOF
1.	**Stage 1**	Feasibility report, Requirements Document and System Design Document	Certificate of Acceptance and Sign Off for System Design Document and project plan
		Full detailed project plan including work plan & Gantt chart	
2.	**Stage 2**	User requirements blueprint and the	Certificate of Acceptance and

		enterprise integration platform architectural design.	Sign Off for Technical Architecture Document, Final Business Requirements Doc and prototype system
		Web-based Integration platform Prototype based on the blueprint.	
3.	**Stage 3**	Development/customization and configured integration platform	Certificate of Acceptance and Sign Off for the tested system report
		Test reports for each functionality	
4.	**Stage 4**	**Hardware configuration** ready for installation of the proposed platform.	UAT Certificate
5.	**Stage 5**	Integrated System installation and implementation with other relevant systems, including.	Certificate of Acceptance and Sign Off for testing report and end to end functional testing report.
		end to end system testing reports	
		Test report for the integrated system (end to end)	
		User Acceptance Test Cases/Scripts and UAT Plan	
		Approved UAT Report	
6.	**Stage 6:**	Approved Training Plan	Certificate of Acceptance and Sign Off for training documents
		Provision of training to all the relevant groups in the KLDC (users, technical, administrators, super users and other stakeholders).	
		User and Training Manuals for the System	
		Operational Manuals for all Hardware and Software	
		User Manuals and Training Manuals for the System	
7.	**Stage 7**	Handover plan	Certificate of Acceptance and Sign Off for handover and maintenance documents
		Maintenance and Support plan for 24 months warranty period (potentially extendable for another six months) period.	
8.	**Ongoing**	Bi-weekly Project Status Reports	Signed off Project Status Reports
		Monthly Progress Reports for Executive Steering Committee	

References	The bidder is expected to give a list of references where the similar solutions has been implemented. The bidder is required to attach the LPO(s), LSO(s), Contracts and completion certificate and reference letter from the client. The Evaluation team may contact these references or pay them a visit to ascertain level of implementation and customer satisfaction.

6.3   TECHNICAL REQUIREMENTS

The requirements are divided into two namely:

1. The mandatory requirements which consist of the general cutting across requirements and some of the module specific requirements. All requirements outlined are mandatory and must be met to provide a reasonable guarantee that the ERP system will meet its envisioned objectives. The bidders who qualify in the mandatory technical will be moved to next stage of technical scoring.
2. The detailed module specific requirements which will be scored.

6.3.1   MANDATORY GENERAL TECHNICAL FUNCTIONAL REQUIREMENTS

The systems that are proposed in response to these terms of reference should meet all the general technical requirements presented in this section.

6.3.1.1 Architect technical requirements

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
1.	**Technology**	- The system should be developed in the current technology and must have a capability to be viewed in all operating systems and devices without distortion of information and user interface. - The system should support an administration module for the complete management of the total system. - The system should be user friendly, menu driven with extensive online help facilities. - The system should have an extensive use of parameters and tables to ensure that the system is flexible to enable the Council accommodate future changes. - The solution should be accessible via the internet, intranet as well as on mobile devices. - It must be accessed through all browsers. - The bidder must define the technology platform(s) to be used to fully deliver their proposed platform. This should include: - - The proposed components of the system (Names and versions) - The application development environment. - The database proposed. - Operating system proposed. - Client or end-user operating systems supported - open-endedness of the platform to allow integration with other upcoming systems - Describe the programming language/technology of the system. - Supply and installation/setup of the appropriate software, licenses and kits; - Bidder to describe the following architectures that will be embraced by the proposed platform - system architecture. - Information architecture - Infrastructure architecture	•	•
2.	**Functional Interface**	- The platform must be accessible in all the web browsers i.e Microsoft Edge, Internet Explorer, Opera, Google Chrome, Firefox etc - Have a Graphical User-friendly interface that is web-based - Simple and Intuitive navigation between functions such as dropdown menu-driven options for		

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
		common/known data fields. • Automatic population of known fields to reduce data re-entry • Ability to print any information displayed on a screen. • Data validation and error checking facility. • The ability for the system to set up various parameters that are user-specific (data classifications, formulas). • Be service-oriented architecture and based on web technology standards, interoperability with open standards. Ability to allow for remote access to the System through a standard web browser, mobile. • The ability for the system to grant access to users through a single sign-on/log-on facility. • The system should interface with other applications.		
3.	**Scalability and Performance**	• One of the fundamental requirements of solution architecture to be provided by the vendor is its ability to scale up as and when new applications and services are added and transaction volumes increase without compromising the performance of the overall solution. • It should provide for Scale-Up and Scale-Out on the platform, Web Servers, Database Servers, Application Integration Servers, Business Intelligence (BI) and all other solution components. • The system must be adaptable and scalable with changing technology	•	•
4.	**Availability**	• Solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against many multiple component failures.		
5.	**Manageability**	• All the components of the system must be managed from a remote management station. Shall provide custom reporting of current and historical system performance parameters. Performance parameters to be tracked include resource utilization (CPU, Memory, Hard Disk, I/O, and Processes), uptime, throughput, device alerts/failure etc.		

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
6.	**Architecture**	• The system should support a multi-tier architecture with each tier fully independent. • It should have the ability to integrate with Active Directory (for authentication) and e-mail system and also provide a flexible API for system integration and application development. • The system should provide a modular facility to customize the document management interface to meet specific functional requirements		
7.	**Security**	• The ability for the system to grant access to users through a single sign-on/log-on facility. • Login, password and user settings are limited to administrator role and define password strength and alerts to change password for a defined period • Different confidentiality settings for groups and individuals to be managed by the administrator. • Modern threat protection, customizable content controls and an intuitive web-based console • Configure Violations to warn users, block the files from being posted and/or replace the files with custom text. • Two factor Authentication of users • Where there is high level approval, such to be limited to defined devices only. • The system must support extensive audit trails at folder/ aggregation of records level to the lowest object level for each action done by a particular user by stamping the user name, date and time. The system should ensure that the audit trails remain unalterable and this function should be fully handed over to the purchaser. • Provide system's security driven by roles, so as to reduce the number of security profiles that need to be maintained? • The system should have adequate data entry security controls, validation, check digit, etc. • Definable password security permission with read, update, add, delete and post. • Separation of business application system access and administration from that of Database Administration and Operating System access and administration. • Audit trail on Users, functions accessed with details of transactions should be posted to a secure log file both		

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
		within the system and an offsite location that is only accessed by a designated staff. • Maintain Disk Storage of Audit Trail Log file (log password reinstructed) • The system should be modular allowing phased implementation of additional modules. • Implement Database level security • Different levels of confidentiality for different groups • Authentication of users against the Active Directory • Secure Socket Layer (SSL) support • Encryption		
8.	**System user administration**	• Unlimited number of Administrators • Unlimited number of End users • Flexible User Role Administration-based access control • Multi-Organization support • The solution should provide administrators with capabilities to define user roles and profiles in order to grant access privilege to only the authorized users. This is to ensure documents are handled with the highest security levels and that only the right people have the right access level to the right information. •		
9.	**User Authentication**	• Each user must be authenticated with a unique user-id / username and password on the application. The User IDs / Usernames should be case sensitive. • All user accounts must be managed with reference to and in synchronization with an authoritative central user management system e.g., identifying personal numbers in Council 's active staff database (Active Directory, Central HR database or the ERP etc.) for internal Council users NB: User accounts management activities include but not limited to new user creation, user maintenance, and user authentication (during login). • All new user accounts must have a system-generated random password when created. A secure way of communicating the initial password to the user should be utilized, e.g., via an e-mail account. • The system must prompt users to change their passwords the first time they log on to the application. • The system must support password expiry features with a configurable frequency. This should be		

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
		parameterized to allow flexibility in adjusting this value as required.		
		• The system should not support automatic logins to guard against brute force attacks. The login page should include a challenge which the user responds to before proceeding with the login.		
		• The system must implement the following Password Strength Controls:		
		• Passwords should have a configurable minimum and maximum lengths		
		• Password must meet a configurable combination of the following 4 complexity rules:		
		o at least 1 uppercase character (A-Z)		
		o at least 1 lowercase character (a-z)		
		o at least 1 digit (0-9)		
		o at least 1 special character (punctuation)		
		• These password features should be configurable to support future complexity requirements		
		• During password change, if the new password doesn't comply with the complexity policy, the error message should describe EVERY complexity rule that the new password does not comply with		
		• The solution should implement a secure self-service password recovery mechanism in the event the user forgot their password		
		• Any password reset/recovery mechanism option must not reveal whether or not an account is valid, preventing username harvesting		
		• The login page and all subsequent authenticated pages must be exclusively accessed over TLS. All active sessions must be encrypted		
		• The solution should support expiring of newly created accounts if not used for a configurable period of time. This should be parameterized to allow flexibility in adjusting this value as required		
		• The solution must support a password change notification and a configurable number of grace logins. The password must be changed after a configurable duration. This should be parameterized for flexibility		
		• The solution must support password lock out after a configurable number of unsuccessful login attempts. This should be parameterized to allow flexibility in		

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
		adjusting this value as required • The solution should respond with a generic error message regardless of whether the user ID or password was incorrect. It should also give no indication to the status of an existing account. The generic message should not reveal which of the authentication parameters is invalid • The solution must expire a user account after the session has been idle for a configurable period of time. This should be parameterized to allow flexibility in adjusting this value as required • The solution should support re-authentication for sensitive features e.g. before updating sensitive account information such as the user's password, user's email, or before performing sensitive transactions. The function(s) requiring re-authentication should be configurable/determined • The solution must not allow the re-use of a past password until a set period of time and a set number of password changes have been made. This should be parameterized to allow flexibility in adjusting this value as required • High level approval e.g., the Final approval for payment and any other such approvals as shall be defined from time to time, to be confined to specific devices.		
10.	**Security plan**	Bidders are required to submit a comprehensive security plan taking into account physical security, network security, user, application and database-level security for the system platform i.e. o User Authentication o Logging & Auditing o Session Management o Session Expiration: etc		
11.	**Confidentiality**	The system must ensure that data are accessible only to those authorized to have access. Access to the server resources must be protected and authorized by the system to prescribed Actors/Roles as documented. All user account management functions must require re-authentication even if the user has a valid session id. Session should expire in 5 minutes after request is idle. This time shall be configurable.		

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
		Time of changes to data must be recorded to the nearest second Accountability. The system must maintain complete, secure records of actions that affect security. Such action includes introducing new user to the system, assigning or changing the security level of a subject or an object and denying access attempts.		
12.	**System integration**	• Seamlessly Integration with all existing digitized systems for all relevant organizations and allow for future integration too. • Should support both Synchronous and Asynchronous communication (information exchange) with the backend business applications • The integration should enable Administrators to easily surface documents in the system, allowing them to: o Link to one or more individual documents selected from the system o Create lists of documents based on specific selection criteria: e.g. library, folder or metadata o Insert links to individual documents inside rich text areas o Easily give access to documents in other systems by selecting libraries, for folders or individual files. • The system should be able to run on multiple platforms • Active Directory and API integration • Integration with different Databases e.g., Oracle, Sybase MySQL or SQL • IIS/Apache web server integration • Support for multiple server platforms (Windows / Unix / Linux / Mac) • Support for multiple server Client / Agent Platform (Windows / Linux / Mac) • Single sign-on • Import Users from CSV File (including a scheduled import) • Event log		
13.	**Workflow**	• The bidder is to automate all the processes defined for the generation of appropriate reports, data analysis etc as per the requests • Develop workflow for each of the processes and allow for proper management of the same. The workflow should be		

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
		accessible anywhere in the world.		
		• The system should support authorized users to forward data for approval in a predefined and flexible route. Users in the workflow should be able to access the work items in their inbox and process them accordingly. These inboxes shall have the facility to categorize overdue work, pending work, all my work, Work Assigned to Me, by filtering using the user login ID		
		• The System should provide a form generating tool which can be used to design a data entry form to feed into the database so that stakeholders who don't have a digitized system can open, fill and update the database.		
		• Creation of different action codes (attributions) for different tasks with different automatic alerts e.g., e-mail, Short Message Service etc. or notification for pending work to officers		
		• Allow for drill down of data and give a Clear overview in one window of all attributions to a person or to a department or item		
		• search for persons/departments and their records, closed, open and overdue payments from the aggregated data from all the integrated systems.		
		• The Workflow solution shall support dynamic rights allocation on objects after receiving the work item. The rights should be enabled / disabled automatically as the work is routed in the defined path.		
		• The system should support time and event-based reminders and automatic escalations to relevant user after specified time intervals pending work items, completed items, items pending with specific users etc.		
		• The system should provide a facility for assigning tasks and deadlines for users in a work flow.		
		• The system should provide for the change of deadlines based on requests		
		• Workflow configuration utility should be defined to seamlessly move data from one module to the next (end to end configuration)		
		• The system should allow for automatic allocation and reallocation of work, automatically send out alerts for any allocated or pending work on the staff in-tray etc. This should be supported by dynamic workflows.		
		• Workflow management: Creation of different action codes (attributions) for different tasks with different		

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
		automatic deadlines (e.g., today's date plus 14 days)		
14.	**Documentations**	• Provide technical documentation detailing how the system has been setup and how the various features will be utilized • Create backup and disaster recovery plan • Create documents and guides for day-to-day use of the system by end users • On-going support, user management and system administration • On-going maintenance of the entire platform and related applications • Core Integration architecture • A comprehensive workplan showing the scheduling of project tasks and resource allocation.		
15.	**Notification/alerts**	• The system should have a capability sending notifications to the relevant user/stakeholder through emails and auto generated alerts/SMS to specific individuals whenever they need to be notified of an action. • The system must be configured to send system functionality and availability alerts to the administrator and should self-healing feature in case of an error, and enable Error logging • Email integration: Full email integration (Mail to Service Request) Have the e-directory integrated.		
16.	**Backup Restore Capabilities and Data Archiving**	• The solution should provide tools for backup and restore facilities. • The system should allow archiving of old, unused data to improve performance. • The system should allow the users to access archived data from different queue and also provide the capability to search report and export the data. • Business continuity: Scheduled backup and real-time replication • Built in Backup Function and File Recovery Utilities. Provide back-up/recovery and restart procedures and programs as well as an active audit trail for continuity of operations • The System must have the capability of performing incremental backups without system downtime. • Transaction Rollback after Crash, System Integrity Check for file and data corruption.		

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
17.	**General Management**	- Have multi-user capability: with many users logging in at the same time -concurrent users - The system be accessible over LAN and WAN using client server. - Run on Relational Database Management System such as MS SQL - Provide Detailed Operational and Maintenance Manuals and On-line Reference Manual. - Training Operators on daily operations of the system. - Training IT staff on management and user support of the software. - The application will have a centralized database to be accessed by all authorized users. - The application will be expected to have the ability to archive data designated as dormant to different data files. - The system must have process workflows, triggers and escalation for report generation of analysed data - Ability to scale in database size to store data for 5 years.		
18.	**Reports**	- Ability to handle versatile reporting queries from staff. - Have an adhoc report writer/report generating tool that will enable the Council to design and tailor reports to meet specific reporting requirements. Generate standard and customized reports with the provision for a drill-down capability. - The system should allow the reports to be exported to PDF, DOCX, CSV, Excel or any other file format required by the user. - Ability to email reports directly. - The system must provide comprehensive reporting facilities including: - parameter-driven standard reports available from menus - An ad hoc query reports - The ability to integrate with a data warehouse. - The system must provide the facility to allow authorized users to download information in various formats such as pdf, - The system must provide an online help facility to the users - The stakeholders will request online for reports and		

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
		analysis documents. The requested reports will be allocated to internal users to undertake the generation and submit to the relevant office to release. Ability to process batched report requests without operator's intervention • Ability to retain archived history transactions online for a specified period of time without affecting system processing capacity • Ability to develop custom menus and reports and assign to users to minimize and prohibit direct access to database records • The system should provide various dynamic dashboards on related information for different users that show only what is relevant to each user. Each user should be able to personalize dashboard that consolidate all the right information to be brought to the user's attention without the need of the user navigating to various sections of the system • The system should allow the users to be able to customize their dashboards depending on the data they need to see. • The system must provide a facility for output/reports to be directed either to a printer, screen or file and have the following fields: Title/description; Page numbering; End of report message; and Default spooling where output size exceeds user-defined limits. Item No, General Report features etc • Ability to handle versatile reporting queries from staff. • Automatically refresh when the underlying data is changed. • Ability to configure the layout of standard reports. • Ability to transform existing data in a report into a chart or graph. • Ability to predefine the generation of automatic reports for example weekly, bi-weekly, monthly, quarterly, annually. • The bidder shall demonstrate that the platform has tools that provide easy to use wizards that will enable users to create customized/ad hoc reports. Users who perform this function will have to be trained on the use of the tools.		
19.	**Robust Search Capabilities**	• The solution should possess a search feature that will enable users to quickly locate information whenever it is required. Users should be able to search for any content that is stored in the system by creating searches based on		

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
		content properties/metadata.		
20.	**Maintaining an audit trail log**	• The solution should be able to maintain audit log reports that will help determine who has accessed the system, what the person has accessed and what actions the person has done. The administrators will be able to sort, filter, and analyze this data.		

21.	**Copyrights and Handing Over**	• The Bidder will get the system audited for detailed security penetration, KLDC through third party, Standardization Testing and
		• Quality Certification, ICTA, will also do the audit and submit its audit report
		• The Bidder will act on the recommendations to remove all lacunae before handing over to the KLDC (can be any other standard third-party auditor, details need to be provided)
		• •If the KLDC suffers any loss or damage due to infringement of patent, trademark, or industrial design rights occasioned by the Bidder arising from use of the Goods or any part thereof in Kenya, the Supplier shall indemnify the KLDC against all third-party claims.
		• Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software. Such license to access and use the Software shall be:
		  o Non-exclusive;
		  o fully paid up and irrevocable and
		  o immune to over deployment through the internet
		• Hand over the source code where applicable and train the technical staff to be able to trouble shoot, add new features and parameters in the backend and perform any adjustment to the system as and when required.		

22.	Data Conversion Migration	• Bidders are required to create and submit a detailed technical proposal and duration for Data migration and conversion requirements from the existing ERP to the new system that contain all the necessary deliverables that the bidder will follow to ensure smooth migration. It is expected that bidder to make data relating to the Council since 2011.		
		• Migration of data and synchronization from existing setup to new setup • Working with the ICT Division to move data		

Item No.	Item	Architect technical requirements	Bidder's Response	Reference Pages in brochure /document
		• From current applications and manual records to the new setup/ERP system. • Responsibility of ensuring data synchronization lies with the bidder.		

23.	Warranty	• 2 years Warranty to be specified
		• The vendor has to ensure the Onsite Support for a period of two years from the date of installation certificate. Uptime of more than 99% has to be ensured for the system.
		• During warranty period besides, all software up gradation, bugs/ patches and services shall be provided free of cost by the vendor.
		• The vendor should fulfil the following conditions during warranty period:
		  o Vendor will also provide a status report every six months through e-mail to KLDC about the support related complaints lodged by different users Vendor would provide the helpdesk support services through telephone/email where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he should be able to track the action taken on his complaint through a support portal. The Project Manager will maintain the list of trouble tickets being opened and closed.
		  o Any failure thereof should be rectified within maximum period of two Working days (at headquarters) or 3 working days (at other Sites) as the case may be.
		  o Any system failing at subsystem level at least three times in three months, displaying chronic system design or quality control problem will be totally replaced by the vendor at his cost and risk within 30 days.
		  o Vendor shall visit each site at least once in every six months to carryout preventive maintenance and fine-tune the performance of the system besides regular service calls during warranty period.
		• On completion of the Warranty period, the KLDC has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.		

6.3.1.2   Training and Skills/Technology Transfer

As part of the implementation process, it is the hope of KLDC that its implementation personnel can gain significant expertise in both the technology used by the application as well as the inner workings of the application itself. It is our requirement that you ensure that the team is familiar with all aspects of your application. Capacity building is necessary to build competence and to institutionalize the usage of the platform within the KLDC.

Item No	Features	Minimum Requirements	Bidder's Response	Reference Pages in brochure /document
1.	**Technical Skills Assessment**	The bidder is expected to explicitly state the technical skills of its staff required to successfully implement and sustain the System. Attach CVs and certificate copies		
2.	**Methods of Training and Skill Transfer**	The bidder is expected to elaborate on their proposed training methods to be used for skills transfer which will ensure that KLDC has enough internal capacity to maintain and use the System.		
3.	**Training Curriculum**	The bidder is expected to provide the training curriculum to be used to train at least thirty (30) business users on use of the system. These users will then train other end users (Training of Trainers concept) The training curriculum shall adhere to the functional requirements.		
4.	**Admin/Technical Training**	The bidder is expected to provide the training curriculum to be used to train at least ten (10) IT technical users (administrators and support staff)		
5.	**Training Evaluation**	The bidder is expected to provide a methodology of evaluation of the training, learning and skills transfer.		
6.	**Training facility**	All trainings must be provided at an accredited centre. Bidders shall propose training site and location and this shall be in agreement with the purchaser.		

Item No	Features	Minimum Requirements	Bidder's Response	Reference Pages in brochure /document
7.	**Training materials**	(i) The Vendor shall develop training materials illustrated in English with screen shots of all user interfaces of the application. The training materials must be designed to also facilitate Training for Trainers approach, and must be developed with a view that they can be used by KLDC staff in conducting future training. The bidder is expected to provide all trainees with training material both soft and hard copies. (ii) The Vendor must maintain and update all documentation for any system changes performed by the Vendor during the contract period and any negotiated extensions at no cost to the client. (iii) The Vendor must agree that the KLDC shall have the right to copy all documents for internal distribution. (iv) The Vendor shall propose a method of ensuring efficient document control. The Vendor shall provide the details of a Knowledge Coordination Approach which indicates the specific formats (versions) and procedures for all documentation to be disseminated amongst the client project team. (v) The Vendor must ensure that a detailed User Guide is provided with the system. Context-sensitive Help screens (help narratives) within the system are also required. (vi) In addition to the full User Guide referenced above, the Vendor will be required to provide a "Quick reference guide", preferably in the form of a small booklet. The objective is to provide a structured, user-friendly, means to help a user perform a task. It is expected that		

Item No	Features	Minimum Requirements	Bidder's Response	Reference Pages in brochure /document
		this guide will focus on providing "how-to" essentials of the key everyday functions without the user having to peruse the main document.		
		(vii) In order to ensure sustainability, it is expected that within the proposed twelve (24) months of post-implementation, knowledge transfer will be completed and identified ICT officials of the KLDC will be fully trained so that KLDC is able to maintain and operate the system independently without Vendor support.		
8.	**Experienced trainers**	The bidder should possess experienced trainers to be able to transfer knowledge to KLDC's staff. The successful bidder should provide a detailed Training Schedule for their solution, detailing the training approach and methods, location, and curriculum as well as indicated the cost of training in the price schedule.		

6.3.1.3   Testing plan

The Vendor should describe in details in their proposal the testing environment and methodology to be used prior to handing over the system for client user acceptance testing (UAT). The Client expects the following test cycle to include:

Item No	Features	Minimum Requirements	Bidder's Response	Reference Pages in brochure /document
System Testing				
1.	**General**	• Create test cases and test data. • Manage the test environments and associated test data from an applications perspective. • Ensure that all testing activities conform to the requirements of defined Change Control procedures. • Perform unit and system testing and document results. • Perform integration, stress, and regression testing and document results. • Perform data migration and data conversion tests. • Review and approve results of all testing activities. • Develop and conduct user acceptance, quality assurance (QA) testing and document results. • Assist in conducting and documenting user acceptance and QA testing. • Review testing results to identify variances between documented requirements and provided functionality and usability. • Review testing results for compliance with policies, procedures, plans, and metrics (e.g. defect rates, progress against schedule, etc.). • Correct defects identified during the testing efforts. • Prepare application(s)/module(s) for migration into INPRS production environment.		
2.	**Unit Testing:**	The vendor will carry out the unit testing in house to make sure each component and module of the system functions as designed.		
3.	**Integration Testing:**	After all modules of the system are developed, integration testing is carried out to make sure that all modules function and perform as expected when working in combination.		

Item No	Features	Minimum Requirements	Bidder's Response	Reference Pages in brochure /document
4.	**Load testing:**	Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration and load balancing.		
5.	**Recovery Testing:**	One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests will be carried out to see how well the system recovers from crashes and hardware failures.		
6.	**Security Testing**	it is necessary to perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any type of attacks such as SQL injection attack, XSS attacks etc. This will be done by using threat detection and vulnerability scanner software		
UAT testing approach				
7.	**Usability Testing**	The client will test the navigation between screens, user-friendliness and workflows of each of the screens. Against this, if deficiencies are identified the interface maybe redesigned during this testing Stage based on feedback from the Client.		
8.	**Functional Testing:**	A complete end to end functional testing cycle will run. During the functional test, actual processes, and all key services provided by system will be tested against the business requirement, (end to end) to see if the system meets the requirements as described in the in the RFP document and stores data and generate reports properly.		
9.	**Acceptance Testing**	An end to end functional and quality of service (including security, performance and robustness) will be complete by KLDC to any system sign off.		
10.	**UAT Test Script**	An end to end functional and quality of service (including security, performance and robustness) will be completed by KLDC prior to any system sign off.		

6.3.1.4   Technology Platforms

Item No	Feature	Minimum Requirements	Bidder's Response	Reference Pages in brochure /document
1.	**Platform**	Bidders shall give a detailed response to demonstrate how their proposed platform will meet the functional requirements mentioned in all the sections in this tender document. The requirements shown in Bidder response should, therefore, provide exhaustive details on the features of their proposed platform, in such a way as to ensure that the proposed platform leverages on the power of the platform to integrate administrative functions in line with modern best practices. The bidder must define the technology platform(s) to be used to fully deliver their proposed solution.		
2.	**Components**	- The bidder shall state the proposed components of the platform in terms of: - Names and versions - The Integration engine. - The database proposed. - Operating system proposed. - The proposed modules and complete features - Client or end-user operating systems supported - The system must be scalable to accommodate growth in the user base as well as data analysis transactions. Comment on how this can be realized. - Elaborate on the open-endedness of the system to allow integration with other systems within Government - Describe the programming language/technology of the system. - Setup of necessary IT security measures for the system; - The system must be highly available with an uptime of at least 99.9% availability. - For each specification, bidders are requested to provide a clear and concise explanation and provide across-reference to where that explanation or supporting information can be found in other part of the technical proposal. They are required to provide a system brochure that points out the functionalities that have been outlined in this tender document.		

6.3.1.5   Service Level Agreement (SLA) Requirements.

The objective of the Service Level and Support requirements is to ensure that the system implemented is adequately supported and that the system maintains the acceptable uptime levels.

Item No	Features	Bidder's Response	Reference Pages in brochure /document
1.	The bidder MUST guarantee free support for the proposed system for at least two (2) years after commissioning.		
2.	The bidder should furnish a maintenance schedule for the platform supplied.		
3.	The bidders shall propose a service level agreement that addresses the following: • Escalation matrix • Contact persons • Response time (2 hours) • Proof of local presence • Online support from manufacturer Any other related SLA requirements		

6.3.1.6   Support and Maintenance requirements

After completion of the project, continuing support and maintenance activities will be required from the Bidder for a period of time where the platform will be on warranty and with continued support and maintenance. This would also include on-site support, hence the bidder must demonstrate availability of local support.

Bidders are required to provide a clause-by-clause response to the specifications in the given format. All bidders are expected to demonstrate and give detailed information on how their proposed system meets the requirements identified below:

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Pages in brochure /document
1.	**System Licensing**	The bidder is expected to: Indicate the period of warranty (not less than 24 months)		

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Pages in brochure /document
		Hand over Intellectual Property Rights related to the customization to KLDC, including all related designs and all relevant further documentation or propose an agreeable escrow contractual agreement.		
		Grant to the Council license to access and use the Software, including all inventions, designs, and marks embodied in the platform.		
		Bidders are required to give information on all licensing regime. Such license to access and use the Software shall be: Non-exclusive; Fully paid up and irrevocable Valid for use within the processes of Council, within the volume restrictions of the license structure		
		Bidder must provide a price quotation for end-to-end solution that meets all the requirements in the financial bid. The quote shall include all the software that will run the platform e.g. operating systems, application, databases, middleware etc		
		The nature of the System is such a way as to permit access, from other computers connected to the primary and/or backup Sites by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;		
		Reproduced for safekeeping or backup purposes;		
		The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense)		
		The Bidder will not include configuration in platform that restricts and/or limits access to certain features, functionality or capacity of such Software subject to the Purchaser making payments or for other self-help or		

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Pages in brochure /document
		retaliatory		
2.	**Detection**	• Ability to allow remote diagnostic support. • Ability to detect on-line violations and maintain a history of security profiles and other system areas • Ability to provide on-line time/date control on access		
3.	**Product upgrades**	• At any point during performance of the Contract, should technological advances become available for technologies originally offered by the Bidder in its bid and still to be delivered, the Bidder shall be obligated to offer to the Client the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices		
		• At any point during performance of the Contract, for Information Technologies still to be delivered, the Bidder will also pass on to the Client any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Bidder in the Client's Country		
		• During performance of the Contract, the Bidder shall offer to the Client all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within agreed timelines.		
		• During the Warranty Period, the Bidder will provide at no additional cost to the Client all new versions, releases, and updates for all Standard Software that are used in the System, within agreed timelines.		
4.		• During the Warranty Period, the bidder shall introduce all new versions, releases		

Item No.	Features	Minimum Requirements	Bidder's Response	Reference Pages in brochure /document
		or updates of the Software within agreed timelines of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect system operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects system operation or performance, or requires extensive reworking of the System, the Bidder shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update.		
5.	**Cost reductions**	• At any point during performance of the Contract, for Information Technologies still to be delivered, the Bidder will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Bidder in the Purchasers Country		
6.	**System management annual charges**	• • Any charges such as annual maintenance, annual license fee and software support cost should be clearly stated. The privileges that will be experienced by subscribing to such annual charges should be clearly stated.		

6.3.2 TECHNICAL REQUIREMENTS TO BE SCORED

Estimated Implementation Schedule

The Council envisages that the entire implementation duration shall be a maximum of 6 months and bidders are encouraged to propose a lesser duration as may be practically possible to meet the desired objectives.

This implementation period does not include the warranty period of 2 years which commences after commissioning of the ERP.

Note: KLDC intends to have the project implemented within 6 months' period.

The scope of work as envisaged above is only inclusive and not exhaustive. Additional requirements incidental and/ or essential to the above referred scope may be added in writing during implementation stage, without any additional financial implication.

6.3.2.1 Implementation Approach Work Plan and Methodology

Item NO.	Item	Features	Bidder's Response	Reference Pages in brochure /document
1.	**Implementation Approach Work Plan and Methodology**	• The bidder is expected to indicate a detailed project implementation strategy/plan and methodology that will ensure holistic delivery of the system as well as highlight the Work Plan(s) to deliver and commission the system • In this regard, Bidders are required to propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates. • Bidders are required to describe their technical approach and methodology to deliver this assignment, to realize the expected output.	•	•
2.	**Demonstration**	The bidder is expected to be able to demonstrate how they will configure features of the proposed platform upon request during evaluation.		
3.	**Hardware**	**Hardware to support the system** Bidders will be required to give the indicative minimum hardware specifications required for the optimum operation to run of the system. All the software that will enable the running of the system should come coupled with the solution		

4.	Implementation team	The bidder shall provide names of staff implementing the project and their competence and areas they will be handling. No change of implementing team shall be made without written consent of the client.Attach CVs and copy of Certificates		

6.3.2.2   Detailed Specification for the Functionalities to be Implemented

6.3.2.2.1   Human Resource and Administration

a) Recruitment

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
1.	The system should allow for capturing of staff establishment		
2.	The system must allow HR officer to create a vacancy and save without posting. The vacancy may be posted later after relevant approval. (draft->publish)		
3.	The HR officer can unpublish a vacancy from the system even before the deadline with a reason.		
4.	The system should allow applicants to manage their online profile.		
5.	The system should allow rregistration of new applicant based on the online application form		
6.	The system should send an e-mail/SMS to the registered user on successful application.		
7.	Use two-step authentication to verify the applicant before registration is successful.		
8.	Use two-step authentication to verify the applicant before login is successful.		
9.	The system should have a forgot password functionality to allow the registered user to reset password.		
10.	The system should send an e-mail/SMS to the registered user on successful reset.		
11.	The system should allow the registered user to deactivate his/her account.		
12.	The system should send an e-mail/SMS to the registered user on successful deactivation.		
13.	The applicant should view all active job vacancies and the requirements for each vacancy.		
14.	The applicant should be able to fill out the required fields to create a profile that will be saved.		
15.	The applicant should be able to edit any section of the saved application profile.		
16.	The system should send an e-mail/SMS with summary of the job application and unique tracking number for each submission.		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
17.	The system should generate a longlist of all applicants		
18.	The system should generate a shortlist of applicants based on the minimum requirements for each vacancy.		
19.	The system should allow shortlisting of applicants by appointed officers.		
20.	The system should send an e-mail/SMS invitation to the shortlisted candidates.		
21.	The HR officer will input in the system the interview results of each candidate that was interviewed.		
22.	The HR officers will select the successful candidates based on the results from the interviews.		
23.	The system should be able to capture score sheets by the panelists		
24.	Upon approval, the HR officer should send an e-mail/SMS invitation to the successful candidates using the system.		
25.	The system should be able to pick details of the newly appointed candidates on reporting and opening of personnel file.		
26.	Should be able to develop induction program within the system with input from HR and user departments.		
27.	The system SHOULD alert new employees to participate in the induction program coordinated by HR through sms/existing email.		
28.	Integrated Reporting with export to standard formats such as PDF, text, spreadsheets etc.		

b) Employee Management

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
29.	The system should be able to capture Organizational Structure		
30.	The system should be able to capture and store employee data (qualifications, contacts, dependents, job group, Next of kin etc.)		
31.	The system must provide Employee Self Service Portal		
32.	The system must allow an employee to view and update personal data such as names, address, contacts, schools and/or University attended, qualifications, HELB, etc. subject to verification and approval.		
33.	The system must allow an employee to view and update payment details such as bank, account name, account number, Bank Branch Codes etc. subject to verification and approval.		
34.	The system should be able to capture and store Staff Training process, planning, mentorship and data management		
35.	The System should allow grouping of employees based on various aspects such as department/Division and grades		
36.	The system must provide Employee Leave Management – different types of leaves.... (Leave calendar, Request, Recommendation, Approval, Recall, handing over,		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	Notifications, leave balances).		
37.	The system must provide employee onboarding workflow – allow for notifications to respective sections on new employee and his/her needs i.e. office space, ICT equipment, user account creation on systems, email creation, branded merchandise, stationery, furniture, staff ID etc.		
38.	The system must provide employee clearance and exit Management – online clearance, clearance certificate, final dues, handing over, exit interview.		
39.	The system must provide management for different exit categories (Resignation, A position is declared redundant, Dismissal, Death)		
40.	The system must provide management to different staff categories (Permanent Staff, Contract staff, Interns and Research Assistants).		
41.	The system must provide work flows for Employee Transfer, Postings, Secondments and promotion.		
42.	The system must provide Disciplinary management process.		
43.	The system must provide Grievance Handling management process.		
44.	The system must provide management for Training and development – Training needs analysis, training allocation vs budget, training reports and training evaluation.		
45.	The system must provide 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, provide for appeal of appraisal results.		
46.	Embed a workflow that supports Employee transfers including acting Appointments		
47.	Provision for uploading and attaching documents to an employee's profile such as scanned transfer letters, etc.		
48.	Integrated Reporting with export to standard formats such as PDF, text, spreadsheets etc.		

c) Payroll Management

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
49.	The system must have ability to automatically process employee salary and benefits.		
50.	Ability to calculate various employee deductions and taxes.		
51.	Must be able to capture and maintain all compensation and benefits data such as gross salary, Gratuity, NSSF, NHIF, allowances, benefits, pension contributions, internal loans, insurance relief, Personal Relief, PAYE, HELB etc		
52.	Must be able to capture Employers' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.		
53.	Must be able to capture Employees' Contribution to Registered or Unregistered Pension Scheme or Provident Fund.		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
54.	Ability to run real-time data communication between human resource and finance sections.		
55.	Ability to electronically integrate/export employee information to Microsoft excel, word or PDF.		
56.	Ability to document all salary and job changes, view salary history of each employee online including salary, bonus and all deductions etc.		
57.	Ability to generate a detailed Audit Trail of payroll transactions/changes.		
58.	Link job scales to salary and allowances payable to each grade.		
59.	Salary increment portal (increment period management and alerts)		
60.	Supports unlimited number of employees and staff classifications		
61.	Employee banking details e.g. bank, branch, account number, account type		
62.	Payroll summary with all earnings		
63.	Unlimited number of user definable tables e.g. PAYE, NSSF, NHIF, Pensions, Unions,		
64.	Accessible via employee self service		
65.	Pension management		
66.	Other payrolls: Board, Police, seconded and deployed staff, casual staff, interns, research assistants, casuals etc.		
67.	Direct electronic salary remittance to banks		
68.	Ability to automatically stop salary at end of Contract or Employment.		
69.	Customized Payroll reports, payslips, self-service, pay change advise etc		

d) Transport Management

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
70.	The system should be able to capture and store vehicle details such as Registration Number, Make , Type of vehicle, Specialized use of the vehicle, Specialized equipment on the vehicle, Year of Manufacture, Insurance, Fuel type, Tyre size, Etc.		
71.	Online transport requisition management and driver/vehicle allocation		
72.	The system must cater for the capture of the vehicle booking and maintain the car booking status detail (e.g. Available, booked, in use, under repair, etc.)		
73.	The system must cater for the capture of the driver allocation and maintain the driver's allocation status detail (e.g. Available, allocated, on safari, Not on duty, etc.)		
74.	Work ticket management (Purchase, issuance, closing and return)		
75.	Ability to monitor fuel consumption transactions and perform analysis showing fuel statistics.		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
76.	Vehicle repair and maintenance management - Ability to keep track and monitor trends in vehicle repair and determine vehicles to keep or to retire		
77.	Ability to derive fleet based reports such as: • 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.		
78.	Alerts – insurance, vehicle servicing etc.		
79.	Incident management and observations		
80.	Transport reports		

6.3.2.2.2   Finance

a) **Revenue Management**

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
1.	The system must be able to capture and manage revenue allocated to KLDC from the ministry.		
2.	The revenue received should be posted in cash book.		
3.	Support for the following Modes of receipt: • Bank deposits • Cheques; • Bank transfers; • Mobile Money Payments		
4.	Ability to issue receipt notification: 10 Print, 11 Email, 12 SMS		
5.	Able to handle other receipts and incomes; • Receipts from production materials • Receipts from production service • Receipts from students. • Receipts from tenders; • Reimbursement of imprest; • Car loan repayment, • salary advance repayment • Receipts from disposal of assets where applicable • Other income		

b) **Fixed Assets**

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
6.	a The system should provide an overview of KLDC fixed assets entire lifecycle, from the creation of a purchase order in procurement, through tracking, depreciation and eventual retirement and ensure correct periodic/ on request depreciation. It should also enable KLDC to keep track of maintenance costs, manage insurance policies, post fixed asset transactions, and generate various detailed reports and statistics.		
7.	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.		
8.	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: • 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.		
9.	a The fixed assets should be integrated with the procurement/finance module to ensure that once a fixed asset is procured, it automatically goes into the fixed assets register with the correct value of the purchase price and disposal of the assets.		
10.	a The system should be able to accurately generate detailed information and create reports on any of the above lifecycle of fixed assets. The reports can be exported to standard formats such as PDF, text, csv, spreadsheets etc.		

c) **Payments**

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
11.	The system should have a payment handling process with approval workflow and limits.		
12.	The system should be able to:- • receive invoices and supporting documents • Verify payments online; • Authorise payments online; • Approve payments online • Sign cheques online		
13.	Ability to process payment to Suppliers, staff and others using different payment methods • Bank deposits • Cheques; • Bank transfers; • Mobile Money Payments		
14.	Notification to payees;		
15.	Ability to manage withholding taxes on supplier payments		
16.	Ability to process statutory and other payroll deductions; PAYE and NSSF; HELB and NHIF; Other payroll deductions; Export to CSV excel; Print cheques		
17.	Process clients refunds; Withdrawal of deposits, Overpayment refunds		
18.	Ability to process Staff imprests requests, Approval, Payment, Surrender of imprest.		
19.	Process payment for provision of services;		
20.	Ability to process Sponsorships and donations to stakeholders		
21.	Print payment vouchers fully capturing details of payment		
22.	Auto posting of transactions to relevant expenditure accounts		
23.	Post payment transaction to journals/ ledgers		
24.	Integrated Reporting with export to standard formats such as PDF, text, spreadsheets etc.		

d) **Budget Preparation**

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
25.	All departments should be able to submit their annual departmental budgets in line with workplans		
26.	The system must provide for Programme Based Budgeting and able to manage multiple budgets and forecasts		
27.	Allocate revenue targets and budgeted cost to responsibility/revenue Centres		
28.	Provide provision for monthly, quarterly, semi-annually and annually budgets;		
29.	Automate user requirements / proposals (Programme Based Budgets) to the consolidated budget and link the same to the Annual Procurement Plan.		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
30.	Integrate monthly, quarterly, semi-annually and annual budgets with financial statements.		
31.	Automate purchase and authorized expenditure requisitions and link to the budget.		
32.	Compute variances between budget and actual performance on Monthly, Quarterly, semi-annually and annual basis		
33.	Ability to track and report on variance between budget and expenditure reports.		
34.	Automate notification on budget balances to the user divisions/units.		
35.	Provide for Budget Reallocations and adjustments		
36.	Integrated Reporting with export to standard formats such as PDF, text, spreadsheets etc.		

e) **Financial Statements**

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
37.	System should support Cash book update		
38.	Ability to post the Cash Book entries to the General Ledger		
39.	Ability to create Trial Balance (TB)		
40.	Provide Monthly, quarterly, semi-annually annual financial statements (statement of financial performance, Statement of financial position, Statement of changes in Net Assets, Statement of Cash flows – Direct method, statement of comparison of budget and actuals)		
41.	Ability to update the assets register with additional assets purchased in a given period, compute depreciation and net book value for specific asset on quarterly basis.		
42.	Ability to Integrate approved budget with financial statements. Namely; Statement of financial performance, Statement of financial position, statement of cash flows		
43.	Segment reporting capabilities for both Revenue (in terms Revenue Streams/items, category, Revenue per Branch Office) and Expenditure (Per Branch Office) on monthly, quarterly, semi-annually and annual basis – Cost Centre Accounting		

f) **Petty Cash**

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
44.	System should support petty cash maintained limits per different categories		
45.	Ability of Staff to request for petty cash online		
46.	Enable of posting of petty cash expenses to the cashbook and General Ledger		
47.	The system should allow for petty cash approval workflow		

g) **Accounts Payable**

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
48.	The system must maintain contact address/email/mobile number and other details of suppliers		
49.	Maintain other details of suppliers (KRA PIN and Bank Account Details)		
50.	Link LPO/LSO to payment/ Cash Book		
51.	Maintain supplier accounts statement and be able to generate ageing analysis		
52.	Categorize supplier's levels and track details to ledger accounts.		
53.	Post purchase transaction to journals/ ledgers		
54.	Be able to generate ageing analysis for the outstanding invoices and payments		

h) **Banking and Cash Management**

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
55.	The system should be able to create and manage multiple cashbooks		
56.	The system must manage cash and banking activities		
57.	Handling receipts and payments transactions through cash books.		
58.	Enable inter bank account and Mpesa account transfer of funds.		
59.	System should perform monthly reconciliation for the Bank Accounts and Mpesa Account(Auto and Manual).		
60.	Import Bank statements into the system - Integration with the bank		
61.	System should Update unknown debits/credits automatically and provide balances of unknown amounts.		
62.	The system should be able to integrate with Banks and Mpesa Application.		
63.	Cash flow management		

i) **Staff Imprests**

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
64.	The system must manage Imprest workflow, from application to remittance of funds to staff.		
65.	Enable the imprest holder to file surrender for processing together with documents to support the amount spent as well as refund of unutilized funds if any.		
66.	Alert the staff through email/SMS on any unaccounted imprest before expiry of the allowed time period.		
67.	Transfer the uncounted staff imprest to be deducted as salary		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	in advance on expiry of the set time limit		
68.	The system should be able to capture different types of imprests		

j) **General Ledger**

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
69.	Customizable charts of accounts		
70.	Allow reclassification of charts of accounts/General Ledger		
71.	Support segmented General Ledger		
72.	Support a variety of journal processing options (The system should allow for correction of errors e.g. debit/credit notes where applicable)		
73.	Support journal to be grouped and processed in batches ensuring verification and authorization		
74.	Capability to Import/export transactions or data from/to MS Excel, csv		
75.	Require approval of transaction before posting		
76.	Handle general journal and recurring journals		
77.	Manage recurring transactions		
78.	Categorize income and expenses at various levels (grouping, subgroups)		
79.	Generate trial balance		

6.3.2.2.3 Procurement / Supply Chain Management

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
Procurement Plan			
1.	All the departments should be able to develop a procurement plan on the system (sample procurement plan to be provided) consistent with an approved budget. The system should allow departments to update their disposal plan which should be linked to the asset register (template to be provided)		
2.	The procurement department shall approve the final plan and generate a report (PDF and Excel) for presentation to the Management for approval. Once approved the plan should be published in a procurement calendar on the system with alerts when procurement timelines are close. After approval, it should be possible for the procurement department to do a supplementary plan or reschedule the plan activities within the financial year under consideration. In addition, it should calculate lead times, budget spent/approved and any variances as may be required.		
Procurement methods and Sourcing,			
3.	Supplier Registration and Pre-Qualification - online registration and upload of documentation.		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
4.	Requisition of goods, works and services by all user departments shall be in line with the approved budget and procurement plan. If the item is not in the approved procurement plan, the system should decline the requisition with an alert to the HOD to do a supplementary. Also note disposal requisition should be done through the system.		
5.	**Internal approvals by heads of departments**. An email alert to be sent to finance department to approve based on the line budget balance. Budget balance should show on the department head, procurement and finance Interfaces. If the budget is not enough, the head of department should be prompted to begin the process of Requisition amendment. After confirmation of availability of budget by the finance officer in charge of tracking the budget, an email alert should be sent to the procurement department so that they can select the method of procurement and start procuring the good(s)/service(s)		
6.	Suppliers should be able to upload tender documents online, the system will provide email alerts on tender closing/opening dates.		
Tender Evaluation			
7.	The Procurement department should be able to generate a memo from the system recommending the tender opening, Evaluation, Inspection & acceptance team through the CEO. Opening minutes and a summary of the details of the tender opening to be input into the system.		
8.	The Procurement department should be able to generate a letter appointing the tender Committees (Opening, Evaluation, Inspection & Acceptance) through the CEO on the system.		
9.	The system should be able to capture both the preliminary, technical and financial evaluation criteria of all tenders. Grading by the different evaluation team members to be done on the system based on the published tender requirements.		
10.	The evaluation process will be carried out through the system, it should tabulate the total marks of the evaluators where applicable. The system should also be able to import and export data from/to excel. Once the evaluation team identifies a responsive bidder and submits the final evaluation report, the procurement team should be able to use the system to generate notification of award letters, regrets letters(debriefing), award letters and cancellation(termination) letters where applicable. The system should allow successful bidder to upload acceptance letter and notify procurement when done.		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	The system should capture details of offer rejections and the process of offering to the next bidder where applicable.		
11.	Generation of purchase orders - This should be linked to the contract management.		
12.	**Project Management** If a project is needed, a project is created on the project management module. It should allow for appointment of the contract implementation team, upload the contracts and allow project monitoring of budgets and activity progress to commissioning and sign off.		
13.	**Inspection** Goods/services inspection form to be filled by the KLDC Inspection & acceptance committee and an inspection certificate generated. The system should provide a workflow for acceptance by the inspection committee before payment is done.		
14.	**Contract Management** The system should be used to manage all active contracts, provide alerts and management reports. All the signed contracts should be uploaded on to the system and should be easily searched and viewed by allowed users (including during payment approvals).		
15.	**Vendor/supplier management** The system should be used to manage vendors/suppliers in different categories, provide alerts for supplier, send to suppliers via emails and give quarterly reports.		
16.	**Inventory Management** that is, store requisitioning, automatic update of quantities, should give economic order quantities minimum and maximum stock level, alerts to stock up, and alert on obsolete items. The system should generate monthly, quarterly and semi-annually reports on stocks parameter which can export/import to excel. The requisitioner should be able to see the number of items in store and when quantity required is higher than in stock, the system should decline the requisition The system should allow for viewing of items in different stores. The system should allow for capturing of items location on particular shelf in the store		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
Payments			
17.	Before payments are done by the Finance department, the procurement department must approve the payment. The system should therefore provide an interface for capturing invoices from suppliers. For payments, the procurement team should be able to pick all documents required for payments such as purchase orders, contracts, invoices (certified by procurement) scanned on EDMS, delivery notes, inspection reports, completion certificates e.t.c to finance for payment.		
18.	The system should be able to generate all procurement and stores reports (ad-hoc, monthly, quarterly and semi-annually basis, or as and when required). All reports should be imported and exported to/from excel, csv, pdf.		
19.	At every stage the system should give procurement department alerts on due dates.		

6.3.2.2.4 Internal Audit

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
1.	Auditors should have full read only access to the system and ability to export data.		
2.	**Annual Work Plan** The system should be able to capture risks for various departments (Risk assessment template to be provided). Audit Schedule should be maintained in the system, allow for changes by relevant staff. Accessibility to departmental work plans by staff with notifications on work due		
3.	**Audit Notification** Ability to develop an audit notification in the system with approval workflows and timelines.		
4.	The system must schedule entry and exit meetings		
5.	The system should be accessible online		
6.	Facility to enable Auditee to give responses to the auditor after the auditee receives report. Working papers to be automated – This will be realized after all processes have been implemented in the system. Column for recommendations editable by auditor. Document to be approved by Manager & be maintained in the system.		
7.	**Report** An editable template for report with introduction, objectives, work done, recommendations and Conclusion. Prepared by auditor, approved by Manager - printable.		
8.	**Submission** Auditor to be able to circulate reports in the system and		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	other attachments (like pictures) to the CEO and auditees & notify them via e-mail link		
9.	**Follow Up** System to be able to have a program to notify auditees whenever time lines for action plans are due.		
10.	**Management action/implementation status** A tracking tool tracking management after follow up. The form will indicate what actions the auditee has taken to date after the last review.		
11.	• Ability to track user management (login, roles, permissions, actions e.t.c) processes • Ability to query the system • Implement Governance Risk and Compliance Module (Risk management, process control and fraud management, audit management)		
12.	Creation of audit checklist in the system – compliance with various standards		

6.3.2.2.5   Production

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	Order process		
1.	The system should allow customer to register new account or login for an existing account online.		
2.	The customer fills all details of the production materials online (template to be provided)		
3.	The system should generate acknowledgement receipt and unique ID for the customer and send notification to relevant KLDC staff		
4.	The customers create an order online (template to be provided)		
5.	The system must be able to send triggers and notifications to relevant KLDC staff for the orders generated		
	Production Material delivery, storage and issuance		
6.	The system should give the customers details about each type of production materials (this info will be availed)		
7.	The system must have a module to receive and issue materials, and produce relevant reports for the storekeeper		
8.	The system must allow Quality Assurance and Senior Leather Technician to update information on the received/rejected materials and generate a report on the quality of the materials received.		
9.	Integrated Reporting with export to standard formats such as PDF, text, spreadsheets etc. Orders, Users/customers,		
10.	The system should be able to manage storage of unfinished (items on production floor)/finished products.		
11.	Issuance of materials from the store must be ordered online.		
12.	The store keeper should update the inventory/stock		

S/N	REQUIREMENT		
	frequently, and the system should be able to store the trail of all transactions.		
	Production Process		
13.	The system should be able to generate job card		
14.	The system should be able to produce daily reports on the production line.		
15.	The customer should be notified email/sms when production is complete to pay and pick up products		
	Payment and collection of products		
16.	The production module must be integrated with finance to generated invoice for the customer		
17.	The system should accept common payment methods like MPesa, bank deposit etc		
18.	The system must generate notification to customer and CA through email/sms on successful payment		
19.	The system must keep all records and customer transactions and activities for future reference.		
20.	Integrated Reporting with export to standard formats such as PDF, text, spreadsheets etc.		
21.	The system should be able to generate reports on balances not paid by the customer when the payment is in instalments		
22.	The system should provide a report on the order and good collected and once the goods are collected the system should close the order		

6.3.2.2.6   Training

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	Registration		
1	Application for a course must be done online (template to be provided).		
2	In case a student encounters a system problem during the application process, there should be provision for help enquiry		
3	The applicant must be able to create an account in the system. For those with accounts they just login.		
4	The system must allow the applicant to attach relevant documents during application.		
5	The system must generate proper workflows and notifications on the entire registration process.		
6	Reports.		
7	The system should be flexible to allow for payment of registration fee.		
	Receiving of applications, approvals and payments		
8	All applications must be received online(a notification must be sent to relevant KLDC staff upon submission of an application)		
9	The system must allow evaluation of applications, and acceptance or rejection must be done online and relevant		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	notification must be sent to the applicant.		
1	Upon acceptance, the system must generate an admission number and acceptance letter to the applicant, it must include payment instructions.		
1	Must be integrated with finance to generate invoice.		
1	The system should be able to generate notification to the applicant upon payments and generate receipt.		
1	The system should be able to generate identification card for the student.		
1	The system must allow KLDC administrator to update student profile.		
1	Reports – Admissions, Rejections, Number of students admitted within a period (monthly, quarterly e.t.c)		
	Induction and Training		
1	The system must be able to generate checklist for induction and notification sent to relevant/targeted departments.		
1	Various sections/departments must be allowed to update the induction process in the system.		
1	The system should allow for students to sign off against all items taken through during induction.		
1	The system should capture details of all items/material (e.g. Protective gear) that have been issued during induction.		
2	The system should generate training program for the student.		
2	Training progress is captured in the system (template to be provided)		
	Certification Process		
2	Student clears and fills the self-evaluation programme form (template to be provided)		
2	The system should be able to generate completion certificate.		
2	Reports		

6.3.2.2.7 RESEARCH

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
1.	The system must have research initiation template form.		
2.	The system must allow filling of the request form and all necessary documentation and submit for the various stages of approval.		
3.	The system must update the progress of the research process and generate a report at the end of every stage.		
4.	Where collaboration shall be necessary, the system should be structured in such a way that it notifies the CEO to initiate the collaboration process		
5.	The system must auto update the research records of the department and generate a report of the number of researches undertaken at the end of every year.		

6.3.2.2.8   CRM

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	The CRM system must be able to support: -		
1.	**1. Contact management** Stores contact information such as names, addresses, and social media accounts in a searchable database.		
2.	**2. Interaction tracking** Add notes and track interaction history to document conversations with specific contacts.		
3.	**3. Lead management** Manage the process of converting prospects into potential customers (leads) by identifying, scoring, and moving leads through the sales pipeline		
4.	**4. Email integration** Integrate with email such as Gmail, Outlook, Yahoo, etc., allowing for management and segmentation of contact lists, as well as a centralized hub for internal cross-collaboration.		
5.	**5**. **Document management** Collect, upload, store, and share documents in a centralized location, making it easier for everyone involved to access information.		
6.	**6. Quotes/proposal management** Create and send quotes or proposals to customer		

6.3.2.2.9   PROJECT MANAGEMENT

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
1.	Key Features • Planning tools – Gantt charts, calendars, task inter-dependencies, work plans • Resource management – task management, task inter-dependencies • Time management – hourly billing, weekly timesheet reviews • Collaboration – email notifications		
2.	1. System must provide segregated roles in project management software and to allow people to only see projects assigned to them		
3.	2. System must provide project managers with an interface through which they may initialize a new project.		
4.	3. System must provide project managers with an interface		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	through which they may dynamically add or remove tasks from a particular project.		
5.	4. System must provide project managers with a system alerting them of inconsistencies in task dependencies among the tasks chosen for a project.		
6.	5. System must provide project managers and team members with an interface through which they may view all of the tasks for a project in the form of a Gantt graph.		
7.	6. System must provide project managers as well as team members with an interface through which they may update the inputs, outputs, and status of a task.		
8.	7.System must provide an intuitive and convenient GUI to maximize ease of use.		

6.3.2.2.10 ICT

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	IT(System Administration)		
1.	System Admin should have provision to create new user.		
2.	System Admin should have provision to capture all the user details like first name, middle name, last name, email, pf no. etc.		
3.	System Admin should have provision to assign one or more roles/permissions to the user.		
4.	System should have provision to enter login id for that user. This login id should be unique. Once the login id is entered system should check with database whether that login id available or not available. System should display proper message related to that.		
5.	System should have provision to generate default password to that user.		
6.	System should have provision to send/display the login id and password to the user.		
7.	System should allow the user to login into the system (once the user is created)		
8.	System should allow the System Admin to view, track and run system logs report		
9.	System should allow instant saving of backups and mirroring		
10.	System should identify and report errors as they occur to the system admin promptly		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	IT (Helpdesk and Ticketing System)		
11.	System should generate the unique reference ID for every complaint registered in the system.		
12.	System should be able to differentiate software and hardware issues reported.		
13.	Once the complaint is registered the system should send and acknowledge mail to the complainant with the reference number generated for the complaint.		
14.	System should show the list of pending complaints to the IT staff and on selection of complaint the IT staff will classify the complaint based on the category it belongs to (urgent/emergency/normal)		
15.	System should allow tracking of the complaint status		
16.	Once the complaint is resolved, the IT staff responsible for responding to complaint should be able to close the complaint after the confirmation of resolved status updated by complainant and system should update the complaint closure date in the database against that complaint.		
17.	System should record and allow reporting of daily, monthly, quarterly, semiannual and annual resolved/unresolved/pending and escalated IT issues.		

6.3.2.2.11 LEGAL PROCESSES

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
1.	**Contract/MOU Management and Tracking**		
2.	Keep a log of all user departments who enter into a contract with an entity and maintain the necessary documents.		
3.			
4.	Where a contract is submitted to the AG, the system should allow capturing of AG recommendations and/comments		
5.	Ability to track progress of contract implementation		
	Court Processes – Tracking of Court Processes		
6.	Ability to keep track of all legal matters affecting the council		
7.	Tracking proceedings of court matters in the system		
8.	Maintaining a panel of legal experts contracted by the council to help handle a matter		
9.	Tracking documents received from external counsel for review, comments and records (claims, affidavits, witness		

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	statements).		
10.	The system should help manage relevant dates related to the court matter (mention dates, hearing dates, judgments and rulings dates).		
11.	System should be able to track progress and outcome of court matters i.e. judgments and rulings delivered		
12.	Ability to generate reports (quarterly, annual)		
	Board Management		
13.	Allow Board Calendar creation, editing and sending reminders		
14.	Allow processing of meeting invitations		
15.	Management of Board and committee meetings		
16.	Allow creation of Board and Board committees		

6.3.2.2.12 E-DOCUMENT MANAGEMENT SYSTEM

S/N	REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
1.	Ability to receive documents through email, scanned hard copies, and register.		
2.	Ability to classify, index, trace, folio and folio transfer, distribute document, notify and share with multiple users.		
3.	Ability to secure and approve document as per authority levels		
4.	Workflow management		
5.	Ability to appraise, store, record transfer, archive and dispose records		
6.	Management of files and filing system		
7.	Generate necessary reports		

SECTION VII: BID EVALUATION

7.0   EVALUATION CRITERIA (REQUIREMENTS)

7.1   Qualification and Award

The Qualification for award shall be based on combined score where both technical and financial scores shall be taken into consideration. The evaluation shall be carried out in five stages as provided below. **Due diligence will be carried out and tenderers found to have given false information at any stage of evaluation** will be disqualified and the tender rejected.

7.2   Criteria for the Technical Evaluation

Tenders received will be evaluated in five (5) stages as detailed as follows:

1. **Stage 1:** Compliance with Mandatory Preliminary Requirements

2. **Stage 2:** The Technical Evaluation (Capacity to Deliver the Service)

   • **Section I:** Mandatory Technical requirement

   • **Section II**: Technical scoring

   • **Section II:** Demo

3. **Stage 3:** The Financial Evaluation (quoted prices)

4. **Stage 4:** Due-diligence

Evaluation will be based on the technical proposal submitted including the dully filled forms. The following criteria shall be used for the respective stages: -

7.2.1   STAGE 1: Preliminary Mandatory Requirements (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

No.	Requirements	Bidder's Response with evidence referenced pages
MR 1	Provide documentary evidence of the company's Certificate of Registration/Incorporation (Attach certificate)	
MR 2	Must attach a valid CR12 certificate showing the directors acquired within the last 12 months.	

No.	Requirements	Bidder's Response with evidence referenced pages
MR3	Provide a valid KRA PIN certificate	
MR 4	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA). The certificate should be valid as at the day of tender submission.	
MR 5	Must Submit a complete and detailed company's profile	
MR6	Must provide a valid single business permit for the current year (2021) in the right category	
MR 7	Must attach a Valid ICTA compliance certificate	
MR 8	In case of a joint bid/ consortium, The firms must submit/ attach a signed Joint venture agreement clearly indicating who is the lead partner and a "Detailed Responsibility Matrix", duly signed, demarcating the roles of the vendors implementing the proposed ERP system	
MR 9	Provide copies of audited accounts for the company for the last three financial years– 2017/2018,2018/2019 and 2019/2020 and The bidder's annual turnover in the sale, supply & installation of IT systems should be at least Ksh 5, 000,000 for the last 3 Financial years (i.e., 2017/2018, 2018/2019 and 2019/2020), to be supported by authentic documentary evidence (audited financial statements) and confirmation regarding turnover. **NB:** The turnover refers to the company responding to this tender and not the composite turnover of its subsidiaries/sister concerns/techno-commercial collaborators etc. (**The audited accounts must be signed by the Auditors, Company directors and certified by commissioner for oaths**)	
MR 10	Power of attorney/ Authorization Letter, Giving the name of person who has been authorized to submit/execute this agreement as a binding document and this person should sign all the documents related to this tender.	
MR 11	Must fill the non-debarment form in the correct format (**signed and stamped by authorized signatory**) as attached	
MR 12	Must submit a dully-filled up, Confidential Business Questionnaire in format provided which should be signed & stamped by authorized signatory/person	
MR 13	Must submit a satisfactory credit rating certificate from accredited credit rating Council/CRB certificate (**attach certificate signed & stamped**)	
MR 14	(a) Properly bound document/ well-presented document. All pages of the tender document should be serialized or serially numbered. Provide Original and copy of the Tender document and accompanied by a soft	

No.	Requirements	Bidder's Response with evidence referenced pages
	copy. Original and copy and soft copy of the proposal documents shall be placed in separate sealed envelopes clearly marked "Original", "Copy" and "soft copy" (CD) and addressed as stated in the invitation to tender. NB: No Spiral binding of the document.	
MR15	(a) Must provide the Self- declaration form that the tenderer will not engage in any corrupt or fraudulent practices in the format provided (signed & stamped)	

MR 16	**Implementation Experience**
	
	The Vendor should have been in existence for the past **5 years** (**2015-2020)** with experience in Implementing Enterprise Resource Planning Integrated systems (ERP) consisting of at least 8 integrated modules in a project in the last 5 years. The vendor must provide the following information:
	
	1. **Provide the list of at least five (5) reference sites** meeting the above requirements within the last 5 years (2015-2020) Indicating the Organization, Address (physical & Telephone), key contact person, Implementation scope, duration of the assignment, contract amount and firm's involvement.
	2. Provide the following documents for each of the 5 projects
	    a. **Evidence of award in form of LPO, LSO or extracts from the contract**
	    b. **Completion/GO LIVE certificate and**
	    c. **Reference letters**
	
	NB: Incomplete contact details, lacking evidence of contract information shall invalidate the reference site	

MR 17	Original Bid Security of 2 % of tender sum **from a reputable financial institution/Insurance firm authorized by PPRA Valid for 150 days** from the date of bid opening**.**	
MR 18	Must provide Valid Manufacturer Authorization letters from the proposed Original Manufacturer (OEM's)/manufacturer confirming Authorizing the bidder to submit a bid and commitment to offer guarantee and warranty as per the format provided. If the bidder is the original owner/OEM/Manufacturer the bidder must give the details as so and confirm that they are commited to offer guarantee and warranty of the solution . **Note: The Manufacturer authorization form (MAF) MUST be for this specific tender**	
MR19	Must provide the firms litigation history in the last five years indicating the status of the proceedings.	

No.	Requirements	Bidder's Response with evidence referenced pages
MR 20	**FINANCIAL MANDATORY CRITERIA** 1. Price schedule form duly filled, signed and stamped 2. Duly filled, signed and stamped Form of Tender	

NB: AT THIS STAGE, TENDERERS SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE.THE NON-RESPONSIVE SUBMISSIONS WILL NOT BE EVALUATED FURTHER. THE RESPONSIVE TENDERS WILL PROCEED TO THE TECHNICAL EVALUATION.

7.2.2 STAGE 2: THE TECHNICAL EVALUATION (CAPACITY TO DELIVER THE SERVICE)

- **Section I:** Mandatory Technical requirement (YES/NO)

- **Section II:** Scoring of the Technical requirements not considered in the mandatory technical requirements

- **Section III:** Demo Scoring

Weightage: The pass mark shall be **80%** to qualify for opening of financial proposals.

Evaluation Attribute	Weighting Score	Total Score
Section I: **1. Mandatory Technical requirement (YES/NO)**		
The solution will be evaluated on meeting the identified mandatory **system** requirement as outlined **in this document (Clause 6.3.1.1 to 6.3.1.6)**	YES/NO	YES/NO
Section II **2. Scoring of all the other Technical requirements in all the sections in this bid document that were not considered in the mandatory technical requirements**		
2.1. TECHNICAL SPECIFICATIONS: Technical Evaluation Based on the System/Product Functional Requirements I. The solution will be evaluated on meeting the detailed terms of reference (requirements in all the sections of the bid) as outlined in this document. (40 **marks**) II. The bidder should attach the brochure (s) with clearly referenced pages that describe the features. (5**marks**)	40 5	45

2.2. TECHNICAL STAFF COMPETENCES (TOTAL SCORE=16%) Attach the CVs accompanied by copies of Academic and specialization certificates for key personnel proposed for administration and execution of the contract		
Project Manager 1. Masters in Computer Science, Engineering, IT or related degree with a minimum of 10 years' experience in IT systems(1mark) 2. A minimum of 6 years' experience in Project Management (1 mark) 3. Professional experience in developing and implementing and managing scalable systems with competencies in integrated systems and information security management and IT in general. Give a minimum of five projects (1mark) 4. ICT related certification, PRINCE2/PMI or other equivalent project management certifications and Certified EDMS (1 mark)	4	
Security expert 1. **B**.SC/ in Computer Science, Engineering or related degree with 4+ years of experience in ICT security field (1 mark) 2. Have relevant certifications in the area of system security.eg. CISP…………………………. (1 mark) 3. Should have experience in ICT systems security and design, development, Implementation of security solutions. Give reference a minimum of four projects…(1 mark)	3	16
System designer and developer/System Engineer 1. B.SC/ in Computer Science, Engineering or related degree with 4+ years' experience in ICT system design, development and implementation with a bias on email systems implementation. Give a minimum of four projects…… (1 mark) 2. Have relevant certifications in systems development e.g. expert system engineering professional (ESEP), certified system engineering professional (CSEP) etc. ………. (1 mark) 3. Have relevant certification in the area of web-based systems and certification in various Programming software e.g., CC++, ORACLE, MYSQL, (1 mark)	3	
Database expert 1. **B.Sc. or Diploma in** computer science/IT or relevant field.(1mark) 2. Have relevant certifications in the area of database development. (1 marks) 3. Three Years' experience in system development/ or in relevant field give reference of three projects…(1 mark)	3	

Expert in ERP issues 1. B. Sc in computer science/IT or relevant field and have relevant certifications in the area of ICT infrastructure (e.g., networks. Hardware etc) …………1 mark 2. (4+ Years) experience in ERP systems deployment. Experience in installing, maintaining and upgrading IT systems, Give reference of 3 projects……1 mark **3.** Have relevant certifications in systems Integration, Records Management and Certified Workflow designer…… (1 mark)	3	
2.3. Implementation Methodology (20 points)		

Provide a detailed implementation methodology indicating the following, as a minimum:
  1. Project plan and workplan and organization of resources (4 marks)
  2. Proposed Architectures (3 marks)
  3. Integration strategy (4 marks)
  4. Data migration plan (3 marks)
  5. Project Management Methodology (3 marks)
  6. Sample Service Level Agreement and Support plan for the ERP (3 marks)
	20	20

Demo of the Stage IV – Product Demo/ Visits (19%) system
Only bidders who achieve 65% and above in stages II section II shall get to this stage.
The qualified bidders at this stage shall be evaluated for their capability to deliver, implement and support the proposed solution. The demo shall be to validate the information supplied in the checklists above. This will account for 19% of the total technical score. Bidders will be required to prepare a live demonstration/prototype of the ERP system. Each bidder will be invited to make the presentation to the evaluation team at a date and time to be communicated later.
  • How well the demo fits the requirements in general and per module (15 marks)
  • User interface and self-service portal. (2 marks)
  • Any value add and how it fits the needs of the Council (2 marks)
	19	19

Totals		**100**
Bids that score equal to or above 80% in the Technical evaluation stage will proceed to stage III of financial evaluation. Bids that score less than 80% shall be treated as non-responsive and will not be evaluated further.		

The minimum technical score required to pass the four criterions above is 80%

> **7.2.3**   **STAGE 3: The Financial Evaluation (quoted prices)**
>
> The Bidders who score 80% and above will be deemed to be technically responsive and will be evaluated for responsiveness. The lowest in financials will be recommended for award.

> **7.2.4**   **STAGE 4: Due diligence (Mandatory and scoring)**
>
> Due diligence will be conducted on the bidder who will have emerged a winner. In case the report is not positive the second lowest responsive bidder will be considered for due diligence.

SECTION VIII: 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.

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

FORM OF TENDER

Date _____

Tender No. _____

To: _____

_____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

      3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by ………………. ………………. (Procuring *entity).5*

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

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

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

Dated this _____ day of _____ 20 _____

_____   _____

[signature]   [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name ……………………………………………………………………………………………

Location of business premises. ……………………………………………………………………………

Plot No……………………………………………… Street/Road ………………………………………..

Postal Address ……………………….. Tel No. ………………….. Fax ……… E mail ……………………………

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. ………………………………………………………………………………………………..			
5 ………………………………………………………………………………………………			

Date ……………………………………………………. Seal/Signature of Candidate ………………………

*Attach proof of citizenship

TENDER SECURITY FORM

Whereas ……………………………………………. [*name of the tenderer]*
(hereinafter called "the tenderer") has submitted its tender dated …………. [*date of submission of tender]* for the supply, installation and commissioning of ……………………………… *[name and/or description of the equipment]*
(hereinafter called "the Tender") …………………………………………. KNOW ALL PEOPLE by these presents that WE ……………………… ……………… of ………………………………………. having our registered office at ………………… (hereinafter called "the Bank"), are bound unto ……………... [*name of Procuring entity}*
(hereinafter called "the Procuring entity") in the sum of ………………………………….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____ .

THE CONDITIONS of this obligation are: -
1.   If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

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

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

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

_____

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

CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

PERFORMANCE SECURITY FORM

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

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

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

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

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

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

Signed and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]
(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To   ………………………………

      [name of Procuring entity]

[name of tender] …………………......

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

      [name of bank or financial institution]

      [address]

      [date]

MANUFACTURER'S AUTHORIZATION FORM

To   [*name of the Procuring entity*] ....

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

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

_____

[*signature for and on behalf of manufacturer]*

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
_____
_____

To:_____
_____
_____
_____

RE: Tender No._____

    Tender Name_____

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

_____

_____

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

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

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

   *(FULL PARTICULARS)*_____

   _____

SIGNED FOR ACCOUNTING OFFICER

REQUEST **FOR** REVIEW

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

1.

2.

etc.

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

1.

2.

etc

SIGNED ………………. (Applicant)

Dated on……………. day of ……………/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ………… day of ………....20….………

SIGNED
Board Secretary

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

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

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

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

3. THAT what is deboned to herein above is true to the best of my knowledge, information and belief.

…………………………   …………………………   …………………………
(Title)   (Signature)   (Date)

Bidder Official Stamp

ANTI-CORRUPTION FORM

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

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

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

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

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

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

5. THAT what is deboned to herein above is true to the best of my knowledge
   information and belief.

……………………   …………………   ……………………
(Title)   (Signature)   (Date)

Bidder Official Stamp

LITIGATION FORM

DETAILS OF LITIGATION OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER HAS BEEN INVOLVED AS ONE OF THE PARTIES IN THE LAST 5 YEARS

1. ……………………………………………………………………………

2. ……………………………………………………………………………

3. ……………………………………………………………………………

4. ……………………………………………………………………………

5. ……………………………………………………………………………

6. ……………………………………………………………………………

7. ……………………………………………………………………………

8. ……………………………………………………………………………

9. ……………………………………………………………………………

…………………………….   ……………………………
(Title)   (Signature)

………………………..
(Date)

Bidder Official Stamp