



REPUBLIC OF KENYA



## **KENYA BIOVAX INSITUTE LIMITED**

**TENDER No. BIOVAX/IFT/007/2022-2023**

**TENDER NAME: SUPPLY, INSTALLATION AND  
COMISSIONING OF OPEN SOURCE ENTERPRISE  
RESOURCE PLANNING SYSTEM**

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### Introduction

1.1 This Standard Tender Document has been prepared for use by public entities in Kenya

- 1.2 The following general directions should be observed when using the document.
- (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
  - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
- (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

**SECTION I                    INVITATION TO TENDER**  
**DATE 9<sup>TH</sup> MARCH, 2023**

**TENDER REF NO. BIOVAX/IFT/007/2022-23**  
**TENDER NAME: SUPPLY, INSTALLATION AND COMMISSIONING OF OPEN SOURCE ERP SYSTEM**

- 1.1 The Kenya Biovax Institute Limited invites sealed bids from eligible candidates for Supply, Installation and Commissioning of open source ERP system
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at [www.biovax.go.ke](http://www.biovax.go.ke) website.
- 1.3 A complete set of tender documents may be obtained by interested candidates by downloading it from the BIOVAX website: [www.biovax.go.ke](http://www.biovax.go.ke) free of charge. Those who download the tender document and intend to submit a bid are encouraged to furnish BIOVAX at info@biovax.go.ke with their particulars for the purpose of receiving any further tender clarification and/or addendum.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and tender title and be deposited in the Tender Box at **Biovax Embakasi Warehouse ground floor** or be addressed to **The Director-General, Kenya Biovax Institute Limited P.O. Box 40779-00100 NAIROBI**, so as to be received on or before **27<sup>th</sup> March, 2023 at 10.00 am**
- 1.5 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for Ninety (90) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend.

**MANAGER-SUPPLY CHAIN MANAGEMENT,**  
**FOR DIRECTOR-GENERAL/CEO:**  
**KENYA BIOVAX INSTITUTE LIMITED**

## SECTION II - INSTRUCTIONS TO TENDERERS

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

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

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

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

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

## **2.2 Eligible Goods**

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

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

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

## **2.3 Cost of Tendering**

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

2.3.2 The price to be charged for the tender document shall be NIL

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

## **2.4 The Tender Document**

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

(i) Invitation to Tender

- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

## 2.5 Clarification of Documents

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

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

## 2.6 Amendment of Documents

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

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

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

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

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

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

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

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

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

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

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

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

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

## **2.14 Tender Security**

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

2.14.2 The tender security shall be Kshs. 100, 000/= in the form of bankers cheque, Insurance from approved list of PPRA (Public Procurement Regulatory Authority), bank guarantee or bank draft valid for 120 days from the date of tender opening .

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

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

- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.27
    - or
    - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

- 2.16.1 The Tenderer shall prepare **two copies** of the tender, clearly marking each **"ORIGINAL TENDER"** and **"COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages

of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

## **2.17 Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE,” 27th March 2023 at 10.00 am**

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**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than 27th March 2023 **at 10.00 am**

2.18.1 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

2.18.2 Bulky tenders which do 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

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

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

## **2.20 Opening of Tenders**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 10.00 am on 27<sup>th</sup> March 2023 and in the location specified in the Invitation to Tender.

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

2.20.1 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.

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

## **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination**

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

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

## **2.24 Evaluation and Comparison of Tenders**

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 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 tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 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.

### **(c) Procuring entity's Right to Vary quantities**

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

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

2.26.6 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 tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

## **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 constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

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

## **2.28 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 send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.28.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there

2.28.3 is an administrative review request.

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

## **2.29 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 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.30 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 when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## 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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1 Mandatory requirements	To be eligible to tender, firms shall furnish the following documents as part of their qualifications to perform the contract if their tender is accepted: Valid tax compliance certificate iTax PIN certificate VAT certificate Certificate of incorporation County business permit Company profile Audited accounts for the last two years Dully filled confidential business questionnaire. Declaration that the firm is not debarred from participating in the tender Self-declaration that the firm is participating in the tender independently Manufacturer’s Authorization form dully filled and signed
2.1.2 Tender Security	Kshs. 100, 000/= tender security valid for 120 days from the date of tender opening
2.1.3 Tender closing and opening date	Monday, 27 <sup>th</sup> march, 2023 at 10.00 am
2.1.4 Receipt of bulky tender document	Bulky tenders shall be registered and received at BIOVAX Procurement office
2.1.5	<i>As in 2.18.1 above</i>

2.1.6	<i>Indicate particulars of performance security shall be 10% of the contract price</i>
2.1.7	<i>Technical bid shall be in a separate envelope together with tender security while Financial shall be in its own envelope marked financial proposal and both enclosed in an outer envelope</i>

### **SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Country of Origin**

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

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

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

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

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

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

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract 10% of the contract sum.

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

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

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date

of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

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

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

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

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

### **3.9 Packing**

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

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

### **3.10 Delivery and Documents**

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

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

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

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

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

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

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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



## SECTION IV - 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.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>performance security shall be 10% of the contract sum</i>
3.12.1	Payment shall be made within 60 days of presentation of invoice and inspection and acceptance certificate
3.18.1	Laws of Kenya shall apply in any dispute resolution

## SECTION V - TECHNICAL SPECIFICATIONS

Table 1:

Module:	Functional area:
I	Human Resource Management module
II	Procurement and Inventory Management module
III	Financial and Account Management module
IV	Reporting module

### Scope:

The scope of work to be conducted / led by the Management's Technical Team shall be as follows:

1. To procure the service from the selected vendor by applying the 'open tender in prequalifying the firms to be invited to bid' method.
2. To oversee the installation, testing and operationalization of the service (including training the Users) by the selected vendor:
3. Maintenance of the system, upon commissioning.

The price schedule is to be described in Table 2 below:

Table 2.

<b>Module:</b>	<b>Functional area:</b>	<b>PRICE SCHEDULE</b>
I	Human Resource Management	
II	Procurement and inventory Management	
III	Financial and account Management	
IV	Reporting	
	<b>TOTAL:</b>	

**Time:**

The duration of the activities is to be within 8 months. This includes the time required for training and capacity-building, until full automation.

**(a) GENERAL REQUIREMENTS FOR ERP SYSTEM**

<b>No</b>	<b>General Requirements</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>Remarks</b>
1.0	<b>User Interface</b>		
1.1	Each module should have a graphical interactive user-friendly interface where the user can easily understand and navigate through the modules in an efficient way.		
1.2	Each module must have a consistent interaction mechanism with consistent look and feel.		
1.3	Each module must have an interactive online help facility.		
1.4	Each module should have a Simple and Intuitive navigation between functions such as drop-down menu driven options for common or known data fields such as names of customers, supplier details, etc.		

No	General Requirements	Notations by Vendors: FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
2.0	<b>Database</b>		
2.1	The system must have an open architecture that allows integration with internal and external systems and databases.		
2.2	Ability to support relational databases (RDBMS) such as Microsoft SQL Server, Oracle Database, MySql and IBM DB2.		
2.3	ERP should be inclusive of it's database. The Database should be robust and support all Kenya Biovax transactions.		
3.0	<b>System Security</b>		
3.1	Each module must have a Data Validation and Error Checking Facility.		
3.2	The System should be able to keep time stamped logs of all users activities on the system.		
3.3	The System should have the capability to set and maintain authorization access for data entry, validation, update, inquiry and report production.		
3.4	The System should be able to keep time stamped logs of all users activities on the system.		
3.5	<p>The System should have a Comprehensive audit trail features including a facility to monitor system usage both online and in hard copy, showing system activity by:</p> <ul style="list-style-type: none"> <li>• User ID;</li> <li>• Application/Module;</li> <li>• Terminal;</li> <li>• Date/Time;</li> <li>• Activity ( before and after image);</li> <li>• Number of times document printed</li> <li>• Classification of documents</li> <li>• Changes report capturing all the above.</li> <li>• Any other relevant parameters.</li> </ul>		

No	General Requirements	Notations by Vendors: FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
3.6	The System must have audit trail/log capabilities and allow generation of hard copy management and audit reports detailing the transactions, master file changes and system maintenance activities, etc.		
3.7	Security back-up capabilities that allows for transactions rollbacks, daily and periodic backups and complete restoration and recovery in case of downtime.		
3.8	System MUST provide for data encryption over the network.		
3.9	Daily management reporting to enable confirmation of system integrity.		
3.10	The system should support multiple users in concurrent mode.		
4.0	<b>Report Generation</b>		
4.1	Ability to handle versatile reporting queries from users.		
4.2	Generate standard and customized reports. Automatically refresh when an underlying data is changed.		
4.3	Generate standard and customized reports. Automatically refresh when an underlying data is changed.		
4.4	Ability to configure the layout standard reports. Possibility of including the organization's logo on a standard report.		
4.5	Ability to transform existing data in a report into chart or graph.		
4.6	Ability to create reports and export them to MS Word, MS Excel, Email or PDF or universal standard formats. The system should also be able to accept imports of data from other formats.		
4.7	Ability to generate Alerts, notifications, "Status Flags" for deadlines, meetings and reports or other time related actions.		
4.8	Ability to easily setup user-defined (ad hoc) reports.		

No	General Requirements	Notations by Vendors: FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
4.9	The System MUST provide a functionality for output or reports to be directed either to a printer, screen or file or specific email account.		
4.10	Have a report generator functionality to allow generation of standard and non-standard reports.		
4.11	Ability to generate Barcode for selected assets.		
5.0	<b>Scalability and Data Entry</b>		
5.1	The system MUST provide for a minimum amount field of 999,999,999,999,999.99 for data entry, reporting and screen display values. Provide details of number of characters for key fields (account codes, vendors, customers, descriptions fields, amounts etc.).		
5.2	Automatic population of known fields to reduce data re-entry.		
5.3	The system should be modular and scalable to grow with Kenya Biovax needs		
5.4	Following input, data is immediately available across all modules of the system.		
5.5	Ability for the system to set up various parameters that are user specific(data classifications, formulae).		
6.0	<b>Transactions</b>		
6.1	Support processing of transactions in batches and real time with approval at various levels		
6.2	Support transaction processing with stages, such as: <ul style="list-style-type: none"> <li>• approval workflow</li> <li>• workflow processing</li> <li>• approval procedures</li> <li>• Etc</li> </ul>		
6.3	Processing of transactions in local and foreign currency based on exchange rate of the day.		
6.4	Capability to source document or		

No	General Requirements	Notations by Vendors: FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
	transactions for more detailed information.		
6.5	Manage approval of transactions by various users (multiple levels of authorization)/ approval workflow.		
6.6	Support cost accounting or distribution of costs to departments or activities.		
6.7	Support inter-company posting		
7.0	<b>Network</b>		
7.1	The system should be able to work on centralized, distributed and networked (LAN and WAN) environment.		
7.2	Ability to print any information displayed		
7.3	System should have inbuilt capability to handle workflows.		
7.4	Ability to allow for remote access to the System through a standard web browser, thin client or any other efficient method.		
7.5	<p>The system should be able to operate entirely or selectively as;</p> <ul style="list-style-type: none"> <li>• A stand-alone application ( thick client);</li> <li>• A networked application ( thin client)</li> <li>• Via Web Portal</li> <li>• A combination of the above; and (Server RDBMS/Client)</li> </ul>		

**(b) HUMAN RESOURCE AND PAYROLL MANAGEMENT MODULE**

<b>No</b>	<b>Requirements</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>Remarks</b>
1.0	<b>Human Resource</b>		
1.1	HR Master data		
1.2	Personnel Administration		
1.3	<i>Capture items such as and not limited to;</i>		
1.4	Full names, Date of Birth, Nationality (If Kenyan, county of birth(sub-county, location, sub-location. If foreign, Relevant address details) , email address, gender, marital status, postal address, residential address, biometrics.		
1.5	ID/Passport number, mobile/Tel. number, KRA pin, Payroll number, NSSF, NHIF		
1.6	Previous Employer Details and reasons for exit		
1.7	Dependants information (spouse, next of kin, children and beneficiaries)		
1.8	Academic qualifications, professional and organisation sponsored qualifications, Membership to Professional bodies and employee skills		
1.9	Proof of Images in PDF (identification documents, education and professional documents, recommendation letters, etc.)		
1.10	Job title, job group/scale, department, appointment type(permanent, contract, intern), probation period  Important dates(date of appointment, reporting date, confirmation date, retirement age/date, pension, medical, termination , date of salary stoppage etc.		
1.11	Employee assets assigned list(Computer/Laptop Mac Address/Serial No, Accessories details(mouse, charger, bag, etc)		
1.12	Alerts for confirmation, promotion, retirement		

No	Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
1.13	Staff Retirement and Exit(Mandatory retirement(60-65 years), early retirement(50 years), dismissal, resignation, medical grounds, death, re-organization and abolition of office)  Notification of retirement(12 months before retirement)  Generate Retiree Clearance Certificate  Flag off retiree account as inactive after retirement		
1.14	Link to the payroll module for Salary Administration		
1.15	Link names of staff to all modules for any information required		
1.16	Ability to customize any other required details		
2.0	<b>Remuneration Management</b>		
2.1	Basic Salary		
2.2	Commuter/Transport allowance		
2.3	Telephone/Airtime allowance		
2.4	House allowance		
2.5	Medical allowance		
2.6	Entertainment allowance		
2.7	Domestic allowance		
2.8	International / Overseas Subsistence Allowance		
2.9	Extraneous allowance		
2.10	Hardship allowance		
2.11	Special Duty allowance		
2.12	Responsibility allowance		
2.13	Special/ Legal allowance		
2.14	Acting allowance		
2.15	Non-Practicing allowance		
2.16	Honoraria		

No	Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
2.17	Leave Allowance (Paid when going on leave and is paid once in a financial year, usually 30% of the basic salary)		
2.18	Risk allowance		
2.19	Transfer allowance		
2.20	Meal Allowance		
2.21	Club membership allowance		
2.22	Retreat allowance		
2.23	Mortgage allowance		
3.0	<b>Organization Management</b>		
3.1	Departments and Divisions		
3.2	Organization Information and Policies		
3.3	Organization Manuals (HR, Career Guideline, Discipline, Training)		
3.4	Organization Calendar		
3.5	Positions and Jobs Descriptions		
3.6	Committees		
4.0	<b>Performance Management</b>		
4.1	Define Appraisal Types as per Kenya Biovax Requirements		
4.2	Define Appraisal periods as per Kenya Biovax requirements		
4.3	Define skills & initiate review and rating by an employee and manager to evaluate		
4.4	Generate individual self-appraisal form		
4.5	Capture Performance Management template specific to Kenya Biovax (ability to define position objectives, key performance indicators, weighing performance categorization, performance targets, departmental job rotation levels, point ratings and calculating salary increments as per different criteria set)		
4.6	Link to Personnel Management Module		
4.7	Link to Remuneration Module		

No	Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
4.8	Link to Promotion and Rewards Policy		
4.9	Link to Training and Development Module		
5.0	<b>Training and Development Management</b>		
5.1	Training needs analysis linked to performance management / competency assessment		
5.2	Types of training(local or overseas)		
5.3	Establish Training Costs		
5.4	Link to budgets(imprest and per diem processing), compute utilization and department allocation		
5.5	Should be linked with other relevant modules		
	<i>Should also capture:</i>		
5.6	Records of accredited training Institutions		
5.7	Different types of courses-Internal or External that are required or offered		
5.8	Professional Courses/CPDs offered to Kenya Biovax staff		
5.9	Skills Inventory		
5.10	Alerts on training schedules		
5.11	Staff trained with the course and cost		
5.12	Actual individual costs on training		
5.13	Documentation Information Training( DIT) reports		
5.0	<b>Recruitment and Hiring Management</b>		
5.1	Approved establishment and organization structure (Determine and Identify vacancy)		
5.2	Level of vacancy(Helps to determine how interviews will be conducted)		
5.3	Advertisement type(Internal or external) Method of advertisement (print media, website, internal, local dailies etc.) Job advertisement details (vacant position, no. of positions, position qualification requirement, probation period, contract type		

No	Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
	etc.)		
5.4	Provide online application platform (simple and easy to understand for applicants)		
5.5	Display information of all applicants that have completed applying process		
5.6	Provide reports for verification of certificates, references and professional documents		
5.7	Generate and send interview information(date, time, online/oral) to shortlisted candidates		
5.8	Ability to sort/query resumes by preferred requisite details(parsing to read resumes and keywords)		
5.9	Generate automated notifications for the outcome of the interview(success, regrets letters) and send to the applicants		
5.10	Generate confirmation report, induction program report and appointment letter after acceptance of the position by the applicant		
5.11	Hiring approvals and transferring employees to Personnel Management Module once hired		
5.12	Approval and justification to fill the vacancy-linked to Organization management Module		
6.0	<b>Disciplinary Management</b>		
6.1	Detailed Organization policies, standards and disciplinary actions as per HR Policy		
6.2	Nature, classification and rating of a disciplinary case		
6.3	Verdict of disciplinary case(dismissal, suspension, interdiction, surcharge, warning letters(show cause), salary stoppage, reinstatement, appeals and staff lodging grievances)		
6.4	Link with other required modules such as payroll to capture date of reinstatement and relevant payroll changes to be affected.		

No	Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
7.0	<b>Employee Self Service Management</b>		
7.1	Display personal information (name, address, beneficiaries, etc...)		
7.2	Generate request forms (forms for leave, updating of personal information, etc..)		
7.3	Make leave enquiries and submit leave applications		
7.4	Upload certificates ,request forms and other related documents		
7.5	Display and query salary information (date, month, year etc...)		
7.6	Print Pay slips, for past and current Months		
7.7	Download forms , circulars, policies and approved templates for HR administration from Organization Management module		
7.8	Submit claims and other benefits		
7.9	Enroll for training and check training schedules		
8.0	<b>Payroll Management</b>		
8.1	Clearly define users payroll access levels(Super Admin, Admin, user, etc..) and processing rights to ensure complete confidentiality.		
8.2	Administrator has the capacity to monitor changes made in the system and notify when changes are done beyond an acceptable level		
8.3	Comprehensive audit trails and alerts to prevent errors and mistakes in payroll processing.		
8.4	Net to Basic, Basic to Net Salary Calculations		
8.5	Auto calculation of salary advance limits		
8.6	Support for Salary adjustments on date of appointment / date of promotion and tax annualization based on Government Rules		
8.7	User defined Earnings/ Deductions/Benefits		
8.8	Provide for Pension deductions to individual and sponsored schemes		

No	Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
8.9	Provide for approved tax reliefs		
8.10	Allow pre-tax and post-tax Deductions		
8.11	Loans Management		
8.12	Provide simulated trial payroll runs		
8.13	Electronic pay slip on employee self service portal		
8.14	Have an online banking/EFT interface facility to enable direct electronic communication with external institutions  Ability to integrate with Electronic Bank payments		
8.15	Establish and maintain deduction codes tables(allow unlimited number of codes)		
8.16	Byproducts -payroll information needs to be integrated/exported to Finance Module		
8.17	Reminders and alerts (confirmation dates, retirement dates, reprocessing of changed payroll records etc.)		
8.18	Link to Finance Module and maps to expense Accounts, Liability Accounts & Debtors accounts for Loans & Advances		
8.19	Link to Personnel Management Module		
	<b><i>Mandatory Deductions:</i></b>		
8.20	Allow calculations based on percentage, flat rate, table and formula		
8.21	Load specified deductions based on benefits table(i.e. pension, Sacco dues etc.		
	<b><i>Non-Mandatory Deductions:</i></b>		
8.22	Accommodate start/stop for Deductions based on target amount or future dates		
8.23	Allow ad hoc entry of deductions		
8.24	Maintain history of deductions		
8.25	Provide comprehensive and configurable reports(data & graphical form) for all payroll functions		
8.26	Have lump sum payment facility for different structures with user definable formula e.g. Gratuity, Contract, casual and Allowances		

No	Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
<b>Reporting Module</b>			
8.27	A flexible-user definable reporting facility – for statutory reporting		
8.28	Ability to export data to Excel, Word and any other relevant format		
9.0	<b>Medical Management Module</b>		
9.1	The system should capture the details of the employee and relevant family members to be insured.		
9.2	The system must capture comprehensive details by lodging a claim incase an employee suffers an injury when on work duty		
9.3	The system must capture the appointed insurance broker / underwriter involved.		
9.4	The system should immediately provide and submit any claims for benefits to the insurance company as per the terms of policy.		
9.5	The System must capture the cost of treatment if a claim is approved.		
9.6	Provision of Insurance Scheme offered by Kenya Biovax		

**(c) FINANCIAL AND ACCOUNTS MANAGEMENT MODULE**

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
1.1	Provide an interface that allows cash receipts captured in the system to be automatically reflected on the G/L and cashbook on a real time basis		
1.2	Provide a common chart of accounts across the departments but allow flexibility in definition of account codes to allow reporting at departmental level		

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
1.3	Ability to flag prepayments to show periods they relate to (and system creates required entries)		
1.4	Ability to edit existing journals		
1.5	Ability to support reversal of journal entries		
1.6	Ability to compare invoices relating to specific period (based on invoice date and date processed) with the related accrual that were made previously to try gauge the accuracy of accrual processes		
1.7	Facility of an extended narrative to describe what should/should not get posted to particular G/L accounts		
1.8	Ability to “Attach” scanned supporting documents to entries		
1.9	Ability to drill down from GL entries into supporting documentation/transactions (may be multi-level drill down) to see original entry		
1.10	Allow nominated GL accounts to be only updated by subsidiary ledger transactions and blocked from journal entries.		
1.11	When making queries, ability to filter and sort transaction entries on every field, and to filter based on multiple criteria		
1.12	Provide a flexible and customizable user interface		
1.13	Provide a robust and fault tolerance error management functionality that ensures data integrity and prevents incomplete entries or corrupt data e.g. if power failure in the middle of processing a transaction		
1.14	Allow seamless integration with MS Office applications specifically MS Word and MS Excel as well as Outlook		
2.	<b>Financial Reporting</b> <b>Provide the following reports:</b>		
2.1	Trial Balance		
2.2	Income Expenditure Statements/ Statement of financial performance		

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
2.3	Receipts and Payments		
2.4	Balance Sheet(Statement of Financial position)		
2.4	Cash Flow Statement		
2.5	Quarterly reports to treasury: Should provide variance and comparison in current period expenditure and income with prior periods. Treasury provides standard template forms for these reports-IPSAS Accrual Template		
2.6	Monthly Management Report: This should be a financial report for each vote in the Ledger for the purpose of budget monitoring		
2.7	Ability to generate Budget report and Budget comparisons		
2.8	Ability to generate management accounts for statutory accounts reports from the ledger. Allow for Tax computation and analysis		
2.9	Allow for creation of customized reports to serve various funding sources requirements		
3	<b>Business Analytics</b>		
3.1	Support for business intelligence		
3.2	Ability to define key performance indicators and monitor them through reporting and analysis tool e.g. include performance on actual expenditure vs budget, ratio of recurrent to development expenditure, rate of cost reduction		
3.3	Ability to preview report before printing		
3.4	Ability to use multiple querying capabilities to feed the results of one query into another and roll them up into a single report		
3.5	Ability to reprint documents(invoices, memos ,receipts)		
3.6	Ability to support analysis of financial reports using graphs and charts		
3.7	Ability to support business intelligent reporting in inventory, payables and receivables including graphical presentation		

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
4	<b>Security And Controls</b>		
4.1	Allow user access to be controlled at numerous levels		
4.2	Ability to maintain detailed and summary transaction history by account with audit trail showing who, when and why		
4.3	Ability to query audit trails by transaction, by user, by account or GL code etc. for both transactions and standing data		
4.4	Ability to log reversals or corrections without allowing complete deletion		
4.5	Allow definition of roles with different system permissions which can be assigned to user accounts to ensure segregation of duties including segregation between transaction creator and approver roles		
4.6	Ability to secure financial and reporting information to appropriate individuals associated with specific departments, roles or functions		
5	<b>General Ledger</b>		<b>Remarks</b>
	<b>Charts of Accounts</b>		
5.1	Customizable charts of accounts - The System shall have a flexible and expandable chart of accounts structure (for both length of segments and number of segments) All Gok Chart of Accounts Requirements must be met.		
5.2	Balance Sheet segment		
5.3	Income Statement segment		
5.4	Allow direct posting		
5.5	Support commitment accounts		
5.6	Allow re-classification of charts of accounts/GL		
5.7	Generate combined departmental budgets(Capex & Opex) in MS Excel, MS Word or any other relevant format		

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
5.8	Ability to define the chart of accounts in such a manner that account balances can be tracked by the following dimensions: <ul style="list-style-type: none"> <li>a) Company Name</li> <li>b) Department/Cost Center</li> <li>c) Sub department /Cost Center</li> <li>d) Main GL accounts/sub-ledger</li> <li>e) Projects</li> <li>f) Location, etc.</li> </ul>		
5.9	Support a variety of journal processing options		
5.10	Support journal to be grouped and processed in batches ensuring verification and authorization		
5.11	Handle general journal and recurring journals		
5.12	Manage recurring transactions		
5.13	Ability to show budget allocation/balance at entry of transaction		
5.14	Ability to display fields that fully describes the transactions		
5.15	Ability to print GL in a specified period		
5.16	Categorize income and expenses at various levels (grouping, subgroups)		
5.17	Support segmented general ledger		
5.18	Ability to monitor expenses against the budget per department per GL account		
6	<b>Accounts payable</b>		<b>Remarks</b>
	<b>Invoice processing</b>		
6.1	Ability to maintain vendor database		
6.2	Ability to pay vendors		
6.3	Allow for generation of Payment Voucher entry		
6.4	Ability to prepare Payment Voucher and forward for Cheque writing		
6.5	Ability to automatically generate payment voucher, imprest and invoice numbers		
6.6	Ability to approve Purchase Orders on the system		

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
6.7	Ability to process payments made by credit cards, checks and journal transfers, at a minimum		
6.8	Provide the capability to consolidate multiple payments to a single supplier Should allow for partial payments		
6.9	Ability to set recurring bills		
6.10	Ability to schedule bill payments for suppliers		
6.12	Ability to track bill due date and set reminder when a bill is due		
6.12	Ability to track unpaid bills		
6.13	Ability to carry prepaid and accrued expenses into a new year		
6.14	Ability to distribute expenses to multiple accounts per line item		
6.15	Ability to generate alerts on approved documents		
6.16	Ability to write Cheques/ Online banking		
6.17	Ability to pay from an account		
6.18	Ability to maintain vendor standard discounts(percent, volume, etc), when discounts were offered / accepted, effective date, and end date		
6.19	Ability to provide a means to track when available discounts could be used, by dates and by suppliers		
6.20	Ability to process journal vouchers both in batch and individual entries		
6.21	Encumbering Process		
6.22	Prepayment Surrender		
6.23	Automatically deduct and remit to KRA: VAT, Excise Duty, Service Tax , etc		
7	<b>Payable Analysis</b>		<b>Remarks</b>
7.1	Ability to mark an invoice/voucher as held with appropriate approval		
7.2	Ability to prevent duplicate invoice numbers per supplier		
7.3	Ability to raise debit and credit note		

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
7.4	Ability to settle payments		
8	<b>Produce Cash flow Projections</b>		
8.1	Ability to show overdue cash flow projections		
8.2	Produce overdue payables report		
8.3	Ability to project annual cash flows after one year of data is collected		
8.4	Ability to merge and report actual/historical cash flow utilization and future cash flow projection		
8.5	Ability to merge bank/cash accounts with respect to cash flows		
8.6	Ability to provide comparisons of various periods and current period for performance purposes		
9.	<b>Support partial payment of Specified Invoices</b>		
9.1	Ability to select specific suppliers for payment		
9.2	Ability to select specific invoices for payment		
9.3	Ability to capture invoice information(date, amount and receipt date)		
9.4	Ability to pay a designated percentage of the total due		
10.	<b>Tax Processing</b>		
10.1	Ability to account for, analyze and report on input and output VAT		
10.2	Generate user defined VAT analysis over a given period		

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
10.3	<b>The system should support Withholding tax and therefore have;</b> <ul style="list-style-type: none"> <li>a) Ability to compute withholding VAT and withholding tax and post them to relevant GL accounts</li> <li>b) Ability to classify customer/suppliers and services/products as VAT exempt or VAT chargeable</li> <li>c) Ability to generate periodic report on withheld VAT showing details of tax withheld for supplier and invoice and total for the period</li> <li>d) Ability to generate periodic report on withheld tax showing details of tax withheld for each payment and total for the month</li> <li>e) Ability to set tax tables and update them when rates change</li> </ul>		
11	<b>Budgeting</b>		
	<b>Budget Creation</b>		
11.1	<b>Ability to capture budget by:</b> <ul style="list-style-type: none"> <li>a) Monthly, Quarterly and Yearly basis</li> <li>b) General Ledger account, department and Cost Centre</li> </ul>		
11.2	Ability to generate new budget based on prior year budget and apply a percentage increase or decrease		
11.3	Ability to prepare both expense budget and revenue budget/forecasts		
11.4	Ability to store historical budget data		
11.5	Ability to store multiple “proposed” budgets		
11.6	Allow automated conversion of “proposed” budget to actual budget		
11.7	Ability to reallocate budgets. This should require on-line approval		
11.8	Ability to support top down and bottom up budgeting		
11.9	Ability to create balance sheet, profit & loss, cash flow and capital budgets		

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
11.11	Ability to provide comprehensive audit trail of changes to a budget		
11.12	Ability to revise and approve a new budget		
11.13	Ability to synchronize budget with current GL structure and changes to cost Centre's and departments		
11.14	Ability to reallocate budget items with appropriate audit trail		
12.	<b>Reporting/Analysis</b>		
12.1	Ability to generate budget vs actual reports across multiple levels e.g. departmental, GL codes etc.		
12.2	Ability to factor commitments e.g. open purchase orders in carrying out analysis of budget against actual		
12.3	<b>Ability to compare:</b> a) Current year actual/budget/forecast month and Year to date b) Show expenditures, commitments c) Combined Expenditure, commitments and available balance d) Previous year actual/budget month and Year to date at any level, department, GL code.		
12.4	Ability to create user-defined budget analysis reports		
12.5	Ability to import/export budgets or budget information from/to spreadsheet		
12.6	Ability to provide alerts and notifications when a budget milestone is met		
13	<b>Expense Reporting</b>		
13.1	Ability to support expense policy definition and compliance e.g. approval limits for expenses		
13.2	Ability to upload expenses from excel sheet		

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
13.3	<b>Reports</b> <i>Provide expense reports grouped by;</i> <ul style="list-style-type: none"> <li>i) Individual</li> <li>ii) Expense item</li> <li>iii) Cost Centre</li> <li>iv) Department</li> </ul>		
13.4	Ability to support expense reporting and analysis by vote		
13.5	Ability to consolidate individual expenses into departmental expense report		
14	<b>Cash Management</b>		
	<b>Banking &amp; Cash Management</b>		
14.1	Ability to support the following Bank Master details: <ul style="list-style-type: none"> <li>a) Bank Country Code</li> <li>b) Bank Code and Name</li> <li>c) Branch Code and Name</li> </ul>		
14.2	Ability to specify which bank accounts the money goes to		
14.3	Deposit payments to bank accounts		
14.4	Ability to print deposit summary of deposits records		
14.5	Ability to define petty cash limits in the system. The system should not allow petty cash accounts to exceed defined petty cash limits		
14.6	Import Bank statements into the system		
14.7	Create and manage multiple cashbooks		
14.8	Manage cash and banking activities		
14.9	Handling receipts and payments transactions through cash books		
14.10	Perform bank reconciliation (Auto and Manual)		
14.11	Cash flow management		
14.12	allow the recording of cash charges / payments and deposits / receipts		

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
14.13	provide cash position projections (reporting) based on sales		
14.14	calculate expected cash uses by sources including administration and business units		
14.15	Ability to hold and display current cash positions		
14.16	provide alerts when cash positions reach configured pre-selected levels		
14.17	post cash transactions to the General Ledger and update Accounts Receivable		
15	<b>Cash book Processing/Receipting</b>		
15.1	Ability to process receipts		
15.2	Ability to process cash book journals		
15.3	Ability to setup payment tolerance levels and reason codes for writing off payment differences		
15.4	Ability to process and record manual payments		
15.5	Define payment methods (e.g. Cash, cheque, EFT,)		
15.6	Create payment categories for all payment classes		
15.7	Support inter-bank transfers		
15.8	Track bank deposits/ remittances		
15.9	Store historical data for all payments		
16	<b>Reconciliation Processing</b>		
16.1	Ability to carry out/run cashbook/bank reconciliation procedures		
16.2	Ability to support automatic cashbook/bank reconciliation		
16.3	Ability to support EFT payments to vendors by providing an automated interface to the EFT system		
17	<b>Reports</b>		

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
17.1	<b>Ability to provide detailed reports on:</b> <ul style="list-style-type: none"> <li>a) Statement of income and expenditure</li> <li>b) Statement of Financial Position</li> <li>c) Statement of change of financial assets</li> <li>d) Statement of change in net assets</li> <li>e) Cash flow statements</li> <li>f) Statement of Comparison of Budget and Actual Amount</li> <li>g) Trial balance</li> </ul>		
17.2	Ability to generate cash book detailed report - receipts, payments and adjustments		
17.3	<b>Ability to generate reconciliation reports:</b> <ul style="list-style-type: none"> <li>a) Reconciliation differences</li> <li>b) Reconciled items and un-reconciled items</li> <li>c) Monthly reconciled cashbook position</li> </ul>		
17.4	Ability to import bank statements		
18	<b>Payments</b>		
18.1	Payment handling with approval workflow		
18.2	Print Cheques with numbers referenced to cashbooks		
18.3	Print payment vouchers fully capturing details of payment		
18.4	Allow reimbursement/refund of expenditure incurred		
18.5	Generate payment list for bank funds transfer		
18.6	Auto posting of transactions to relevant expenditure accounts and GL account		
18.7	Check for duplicate payment numbers and duplicate payments		
18.8	Create payment structure for accommodation and subsistence allowance  Link to HR remuneration management module for allowances		
19	<b>Asset Management</b>		

No	General Requirements	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	Remarks
19.1	Ability to maintain a Fixed Asset Register-(Fixed Asset Movement Schedule)		
19.2	Ability to compute periodic depreciation		
19.3	Ability to record asset disposals		
20	<b>Project Cost Management</b>		
20.1	Ability to monitor project costing		
20.2	Ability to monitor project progress		
20.3	Ability to perform cost accounting function		

**(d) PROCUREMENT AND INVENTORY MANAGEMENT MODULE**

	GENERAL REQUIREMENTS	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	REMARKS
1.1	Ability to distribute costs to multiple General Ledger Accounts based on pre-set percentage split		
1.2	Ability to allocate costs to particular Departments		
1.3	Ability to handle expense and capital Purchases		
1.4	Ability to maintain detailed audit trails on all transactions		

	<b>GENERAL REQUIREMENTS</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>REMARKS</b>
1.5	Ability to view information relating to enquiries, quotations, purchase orders and delivery progress with easy access and user- friendly		
1.6	Ability to integrate with GOK e-procurement and National Treasury Suppliers System		
2.0	<b>Supplier Maintenance</b>		
2.1	Ability to maintain the following vendor information: <ul style="list-style-type: none"> <li>a) Vendor Name</li> <li>b) Multiple Contact names</li> <li>c) Multiple Vendor addresses</li> <li>d) Postal Address</li> <li>e) E-mail address</li> <li>f) Multiple phone numbers</li> <li>g) Default payment/Credit term</li> <li>h) Default Currency</li> <li>i) Multiple Vendor Bank Account Number</li> <li>j) Default delivery options</li> <li>k) Product description/Category</li> </ul>		
2.2	Ability to classify Vendors e.g. YAGPO, WOMEN, PWDs etc.		
2.3	Ability to maintain Supplier Register/List		
2.4	Ability to flag a supplier as active or inactive		
2.5	Ability to provide enquiry access to users with necessary authorization		
2.6	Ability to facilitate for one-off(cash, miscellaneous) supplier accounts subject to approval/authorization levels		
2.7	Ability to attach text to a supplier account for historical information or any other purpose		
2.8	Ability to track annual review of suppliers with contracts		
2.9	Ability to maintain detailed audit trails on changes to the supplier master data		
2.10	Provide system generated supplier numbers		
2.11	Ability to support multiple payment methods per supplier		
2.12	Allow for multiple creditor control accounts in the General Ledger based on supplier categories		

	<b>GENERAL REQUIREMENTS</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>REMARKS</b>
2.13	Ability to support quick supplier review with; <ul style="list-style-type: none"> <li>a) Outstanding balance</li> <li>b) Last payment date</li> <li>c) Last payment amount</li> <li>d) Invoices paid</li> <li>e) Last purchase date</li> <li>f) Last purchased amount</li> <li>g) Year to-date purchases</li> <li>h) Purchases in previous years</li> </ul>		
2.14	Analyze expense accounts by supplier		
2.15	Ability to support vendor specific payment terms		
2.15	<b>Supplies Reports</b>		
2.16	Report on Supplier balance		
2.17	Provide a consolidated report on expenditure per supplier		
3.0	<b>Procurement Plan</b>		
3.1	Ability to capture departmental procurement needs in the system		
3.2	Ability to link procurement plan to budget		
3.3	Provide at least two levels of approval for the procurement needs		
3.4	Ability to consolidate the approved procurement needs into the annual procurement plan		
3.5	Provide at least two levels of approval for the procurement plan		
3.6	Ability to check if the item being procured is in the procurement plan at the point of raising a purchase requisition or purchase order		
3.7	Ability to change the procurement plan with approval		
4.0	<b>Procurement Reports</b>		
4.1	Provide a report on all items procured		
4.2	Ability to track and report on purchasing trends against the procurement plan		

	<b>GENERAL REQUIREMENTS</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>REMARKS</b>
4.3	Provide a report on items procured but not in the procurement plan		
4.4	Ability to retrieve purchase orders or tender documents related to a requisition		
5.0	<b>Order Management</b>		
5.1	Ability to convert quotation/requisition to purchase order		
5.2	Ability to create/generate Local Purchase Order/ Service Orders for goods and services assigning auto-generating numbers		
5.3	Ability to allow online user order requisitions		
5.4	Ability to give alerts on approved order Requisitions		
5.5	Ability to generate pending orders and give Alerts		
5.6	Ability to set minimum re-order levels and Prompt re-ordering		
5.7	Ability to set preferred suppliers		
5.8	Ability to link the order to supporting Documents e.g. quotations, minutes, requisitions etc.		
5.9	Ability to forward approved orders to suppliers on E-mail		
5.10	Ability to create purchase order for service contracts with vendor		
5.11	Ability to capture information required on the purchase order such as – Supplier Number, Supplier name, address, contact details, product code(s), product description(s), quantity, cost, tender number, delivery date, due date, VAT payable etc.		
5.12	Facility for adding text notes to purchase order,(as total) or to individual line items, e.g. further specification of product, delivery information		
5.13	Flexibility to effect price on purchase order according to terms agreed to with supplier i.e. price effective if within a certain period or price effective if a certain quantity is purchased		

	<b>GENERAL REQUIREMENTS</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>REMARKS</b>
5.14	Ability to modify purchase order with. Appropriate authorization-same approval process of creating a new purchase order to be followed		
5.15	Ability to enter price, payment terms, special discounts, delivery instructions, delivery schedule etc. in purchase order/release		
5.16	Ability to set receiving tolerance limits in purchase order		
5.17	Ability to match requirements in the purchase order		
5.18	Ability to search for orders on a number of criteria, e.g. Order number, supplier, Product category, expected delivery date		
5.19	Ability to route order authorization based on the value of the order		
5.2	Ability to create long term contracts in the system		
5.21	Ability to create replenishment automatically for specific items with respect to the inventory norms defined i.e. safety stock, reorder level, inventory turns		
5.22	Provide Inventory Module to facilitate constant monitoring of reorder levels for restocking, and triggering alerts		
5.23	Ability to define LPO line types (i.e. service, goods, fixed assets etc.)		
5.24	Ability to create a new LPO based on procurement plan		
5.25	Ability to track LPOs by vendor, service provider, department, order date, requested delivery date and order number		
5.26	Ability to view available inventory at LPO entry		
5.27	Ability to apply corporate format, logos and designs for all forms of the LPO so that individuals do not adjust the corporate standards. Provide a facility for printing to a high quality that does not require pre-printed stationery.		

	<b>GENERAL REQUIREMENTS</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>REMARKS</b>
5.28	Ability to scan and attach relevant documents to LPO		
5.29	Ability to archive LPOs, without deleting them		
5.30	Ability to capture terms and conditions and print with LPOs		
5.31	Ability to cancel an order		
6.0	<b>Goods Receipt</b>		
6.1	Ability to support blind receiving		
6.2	Ability to match goods received note to Purchase Order		
6.3	Support for multiple and partial receipts against the same purchase order or service order		
6.4	Ability to process goods returns e.g. if rejected by Inspection Committee		
7.0	<b>Invoice Verification</b>		
7.1	Ability to match quantity on an invoice to a Goods receipt and Purchase Orders		
7.2	Ability to match value on an Invoice to Goods receipt and Purchase Order		
7.3	Report on Stock issues per department or User		
8.0	<b>Order Reports</b>		
8.1	Ability to query/report on all LPOs in different status		
8.2	Ability to extract reports on purchasing history of items showing changes to pricing for a user defined period e.g. last year, 1 <sup>st</sup> Quarter etc.		
8.3	Ability to run report noting outstanding orders(by date period e.g. due next month) and issue to supplier for them to update order status		
8.4	Ability to receive goods and generate a system goods receipt note		
8.5	Provide a report of all requisitions for a specific period		
8.6	Provide a report of all pending requisitions as at a certain date showing how long they have been pending		
8.7	Ability to generate a standing letter subject to approval advising supplier of success/failure of Quotations		

	<b>GENERAL REQUIREMENTS</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>REMARKS</b>
9.0	<b>Stores Item Maintenance</b>		
9.1	Ability to setup and maintain item codes with different segments		
9.2	Ability to maintain the following information for items BUT not restricted to: <ul style="list-style-type: none"> <li>a) Item Code with Alphanumeric support</li> <li>b) Item Description</li> <li>c) Purchase lead time</li> <li>d) Supplier/Vendor code</li> <li>e) Default purchase unit of measure</li> <li>f) Minimum, Maximum, Order Stock levels</li> <li>g) Items Status (Active, Obsolete etc.)</li> <li>h) Expiry Date</li> <li>i) Serial Number</li> <li>j) Price</li> </ul>		
9.3	Ability to group items into categories and sub-categories		
9.4	System to be capable of linking supplier item code with the item code in the item master		
9.5	Ability to maintain conversions between units of measure		
9.6	System should have provision for Serial number control of items		
9.7	Ability to set up multiple units of measure for each item and automatically convert from one to another		
9.8	Ability to view quantity balances per item to view information relating to enquiries, quotations, purchase orders and delivery progress with easy access		
9.9	Ability to maintain audit trail of changes to inventory data		
9.10	Ability to maintain price details per item		
9.11	Ability to link items to their suppliers in the system		
9.12	Ability to capture documents with technical specification of items in the system and link them to the item		
9.13	<b>Storage Location</b>		

	<b>GENERAL REQUIREMENTS</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>REMARKS</b>
<b>9.14</b>	Ability to support creation of multiple warehouse/storage locations and attach type/categories of transactions which location can support		
<b>9.15</b>	Ability to define bin locations and assign items to bins		
10.0	<b>Stores Receiving</b>		
<b>10.1</b>	Ability to match goods received note to order, supplier, product specification and quantity		
<b>10.2</b>	Support for multiple and partial receipts against the same purchase order or service order		
<b>10.3</b>	Ability to generate goods receipt note with facility to amend/reprint as necessary		
<b>10.4</b>	Ability to process goods returns e.g. if rejected by Inspection Committee		
11.0	<b>Stores Issues</b>		
<b>11.1</b>	Allow for the storekeeper to issues items on the system and record actual issue of items based on approved store requisition		
<b>11.2</b>	Ability to generate system stock issue voucher		
<b>11.3</b>	Ability to update stock balances based on stock issues		
<b>11.4</b>	Ability to retain history of approved and issued stock requisitions		
<b>11.5</b>	Report on approved stock requisition yet to be issued		
<b>11.6</b>	Report on stock issues per department or User		
12.0	<b>Stock Taking</b>		
<b>12.1</b>	Ability to generate stock taking sheets from the system		
<b>12.2</b>	Ability to generate stock adjustments based on results of the stock take		
<b>12.3</b>	Ability to report adjustments made as a result of stock takes		

	<b>GENERAL REQUIREMENTS</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>REMARKS</b>
12.4	Ability to carry stock taken by category of items in-order to provide flexibility to carry stock takes for different items different times		
12.5	Ability to perform a re-count if the stock difference is beyond pre-defined limits		
12.6	Ability to identify type of physical count adjustments as; <ul style="list-style-type: none"> <li>a) Shortage/Excess</li> <li>b) Damaged( with %age damage)</li> <li>c) Non usable items( scrap) etc.</li> </ul>		
12.7	Ability to define the cycle count frequency per item, e.g. Quarterly, Bi-annual, Annually		
12.8	Ability to freeze normal inventory transaction during physical stock take		
12.9	The system should post the stock adjustment only after approval in system		
13.0	<b>Stores Item Accounting</b>		
13.1	Ability to generate accounting entries in real time for inventory transactions like issues, receipts and adjustments		
13.2	Ability to transfer accounting entries to General Ledger, in both summary and detailed formats		
13.3	Ability to view accounting entries associated with inventory transactions		
13.4	Ability to categorize stock items form the purpose of posting to the GL		
13.5	Ability to make inventory adjustments. <i>(This should be restricted to authorized personnel and an audit trail retained)</i>		
14.0	<b>General Stores Reporting</b>		
14.1	Ability to generate Stock Ledger report		
14.2	Ability to generate item movement report to track all transactions based on following criteria; <ul style="list-style-type: none"> <li>a) Damaged stock report</li> <li>b) Slow moving items</li> </ul>		
14.3	Ability to generate lead-time report		
14.4	List of store items showing details including quantities in hand		

	<b>GENERAL REQUIREMENTS</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>REMARKS</b>
15	<b>Fixed Assets</b>		
15.1	<b>Asset Maintenance</b> Ability to create a fixed asset and capture the following information: i) Asset description ii) Asset Serial Number iii) Location iv) Asset Category		
	v) Department/Cost Centre vi) Custodian vii) Purchase date viii) Depreciation start date ix) Service start date x) Vendor xi) PO Reference xii) Warranty period-start & end dates xiii) Purchase Cost xiv) Salvage Value xv) Useful life in months/years xvi) Depreciation/Disposal Method		
15.2	Ability to maintain a fixed asset register		
15.3	Ability to assign different life span to assets and process accordingly		
15.4	Ability to add, transfer, dispose, revalue, write off and revive assets		
15.5	Ability to account for part disposal of asset		
15.6	Ability to support automatically calculate gains/losses on disposal of assets and creating the journal in the GL		
15.7	Maintain cost of improvements to existing assets as component of asset value		
15.8	Ability to report on life left on the asset		
15.9	Comprehensive search facility based on details captured on the asset		
15.10	Automatic capture of fixed asset into the GL account as assets and not expenses		
16	<b>Asset Acquisition</b>		
16.1	Ability to support various methods of asset acquisition		

	<b>GENERAL REQUIREMENTS</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>REMARKS</b>
<b>16.2</b>	The asset system should be allowed to be marked as physical inventory tracking assets and should generate physical inventory reports		
<b>16.3</b>	Track detail of insurance coverage and annual premiums		
<b>16.4</b>	Track / schedule asset maintenance and repair schedule		
<b>17</b>	<b>Depreciation</b>		
<b>17.1</b>	Ability to use flexible depreciation methods and change as required and to vary these over the asset life		
<b>17.2</b>	Ability to support the following depreciation methods: a) Reducing Balance b) Straight -line		
	c) User defined method of depreciation		
<b>17.3</b>	Ability to calculate depreciation based on groups of asset; a) By Cost center b) By category		
<b>18</b>	<b>Asset Transfer</b>		
<b>18.1</b>	Ability to transfer assets between; a) Division/Departments/Cost Centers b) Custodians c) Projects d) Locations		
<b>18.2</b>	Ability to transfer all or part of an asset		
<b>18.3</b>	Ability to transfer group of assets		
<b>19</b>	<b>Asset Retirement</b>		
<b>19.1</b>	Ability to retire assets via different methods		
<b>19.2</b>	Ability to split both new and existing assets and allow partial disposal		
<b>19.3</b>	Ability to transfer assets with history of the asset to other departments		
<b>20</b>	<b>Asset Reports</b>		

	<b>GENERAL REQUIREMENTS</b>	<b>Notations by Vendors:</b> FS = Full support PS = Partial support CR = customization required. NS = Nil support	<b>REMARKS</b>
<b>20.1</b>	Ability to generate fixed assets register by: a) Department/section b) Location c) Custodian d) Purchase value e) Purchase date		
<b>20.1</b>	Generate asset depreciation register(detail and summary)		
<b>20.2</b>	Ability to generate asset activity report as; a)Asset transfer b)Asset Disposal c)Asset retirement in the form of scrap, sale, write off d)Asset acquisition		
<b>20.3</b>	Ability to generate automatic reconciliation report for GL and depreciation register		

#### Technical Evaluation Criteria ERP.

No	Description	Maximum score	SCORE
<b>1</b>	<b>Bidder Background Information &amp; Firm Capacity</b>	<b>20</b>	
	Firm Capacity to deliver the Consultancy	0-5	
	Core Business and company Profile	0-5	
	Organizational structure and staffing	0-1	
	The Bidder must have a local office in Kenya that has been in operation for more than three (3) years, and have a minimum of 5	0-3	
	Demonstrate Financial Ability and Capacity for project - –he Bidder having a minimum of 3 signed contracts with a value in excess of 5 Million Shs in the last three (3) years in	0-3	

	Vendor Certification and Authorizations for ERP and Database ( <i>Provide Authorization registration number for verification.</i> )	0-3	
<b>2</b>	<b>Technical Specifications and Comprehensive Proposed ERP System Solution</b>	<b>50</b>	
	Solution Completeness: Scope and conceptual relevance to requirements as articulated in tenderer's technical narrative of the proposed solution	0-4	
	Architecture Design and Infrastructure requirements e.g. Web based, Database, Version of System	0-4	
	<b>Compliance to System Specifications &amp; Provision of all Modules as listed below:</b>	<b>0-38</b>	
	Finance and Accounts		
	Supply Chain Management (Procurement Services) and Inventory Management		
	Payroll Services with web based Employee Self		
	Human Resource Management		
	Staff Loans Application Form (Mortgage and Car Loans Processing)		
	Pension Management Module (Admissions and Benefits Administration)		
	Process Workflow and Alerts		
	Business Intelligence BI, Analytics and Reporting		
	General Administration and IT Helpdesk		
<b>3.</b>	<b>Implementation Methodology, Training Service</b>	<b>17</b>	
	Implementation Approach and methodology	5	
	Training: User and Technical Training	2	
	Work Plan and Implementation Schedule and deliverables	3	
	Documentation and Labelling	2	
	Maintenance and After Sales Support	3	
	Bidder to demonstrate compliance with proposed vendor skill certification criteria(s) – Be certified and have certified staff	2	
<b>4</b>	<b>Qualification and Experience</b>	<b>7</b>	

	Project team and Key professional staff qualifications and competence for current assignment: CVs or Certs of at least 4 Key	0-4	
	Implementation Team Strength and Roles – All Consultants Deployed on the Project should have a minimum of 2 Full	0-3	
<b>5</b>	<b>References</b>	<b>6</b>	
	Successful Implementation of Complete ERP, Successful go-live and Support	0-2	
	References of Successful ERP Implementation in at least 3 sites in last 3 years In Kenya and	0-2	
	Any other relevant details that will enrich the proposed assignment. (Value Added Service)	0-2	

***NB: TECHNICAL RESPONSIVENESS: All the system functional requirements are Critical and tenderers must meet them and demonstrate compliance to proceed. Tenderers must achieve 25 Points from implementation methodology, experience and referee to proceed to Pitch Presentation. Non-responsive tenders will not be considered for further evaluation.***

### 5.10 Stage II- Installed Site Visits

Tenderers at this stage shall organize for BIOVAX Tender Evaluation Team to visit installation reference sites (at least one site) of their choice and Firms Head Office.

The objective of the Installation site visit is:

- a) Confirmation of tenderer as the provider/supplier
- b) Confirm System has been installed successfully and is currently in place
- c) How satisfied are the users with the supplier's performance in implementing and supporting the system.
- d) Confirmation of Existence of Physical office with capacity to deliver the project

**NOTE:** Tenderers found to have given false information at any stage of evaluation will be disqualified and the tender rejected.

**NOTE:** Bidders who score less than 70% in the overall technical evaluation stage shall be treated as non-responsive and will not be considered for further evaluation and their financial bids will be returned un-opened.

### 5.5.3.5 Stage I-I - Financial Evaluation

All the tenderers who score minimum required technical score shall be invited to witness the opening of their financial bids. The financial bids thereafter would be evaluated accordingly and weighted as per the formula provided.

**Weightage:** This section will carry a total of 20% of the overall evaluation

score. The formula for determining the financial scores is the following:

$FS = 100 \times Fm / F$ , in which **FS** is the financial score, **Fm** is the lowest price and **F** is the price of the proposal under consideration.

### 5.5.3.6 Final Total Score and Recommendation for Award

The recommendation for award shall take into account both the technical and financial score hence a tenderer with the highest combined score shall be deemed to be the lowest evaluated tenderer.

**Combined technical and financial scores:**

The following formula shall be used:  $T.S (80\%) + F.S (20\%) = T.T.S$

$(100\%) T.S =$  Technical Score (as evaluated above)

$F.S =$  Financial Score (as evaluated above)

$T.T.S =$  Total Score

**Total Score (TTS) = Technical Score (TS) + Financial Score (FS)**

## **5.1 General**

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

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

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

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

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

Signature of tenderer \_\_\_\_\_

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

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

[signature]

\_\_\_\_\_

[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

<i>Part 1 – General:</i>	
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 .....			
	<ul style="list-style-type: none"> <li>• Citizenship details</li> <li>.....</li> <li>.....</li> <li>•</li> </ul>			
	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 .....	Signature of Candidate .....			

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

### 8.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

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

## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [name of Procurement entity] of ..... [country of Procurement entity] (hereinafter called “the Procuring entity) of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

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

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITY FORM**

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

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to  
you, on behalf of the tenderer, up to a total of ..... [amount  
of the guarantee in words and 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]

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

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

[name of tender] .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

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

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

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

---

*[signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**8.9 FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary