NAIROBI CITY COUNTY ASSEMBLY SERVICE BOARD

TENDER DOCUMENT FOR

SUPPLY, DEVELOPMENT, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED WEB-BASED AUTOMATED SYSTEM FOR NAIROBI CITY COUNTY ASSEMBLY

TENDER NO. *NCCASB/OT/11/03/2020/2021*

CLOSING DATE:
31ST MARCH, 2021, 12:00 NOON

P. O. BOX 45844 – 00100, NAIROBI – KENYA
Telephone 020 2216151
Web: www.nairobiassembly.go.ke

TENDER NOTICE

The Nairobi City County Assembly Service Board invites eligible competent bidders for the following tender: -

TENDER NO.	Tender Item Description for Financial Years 2020–2021
NCCASB/OT/11/03/2020/2021	Supply, Development, Testing, Training, Commissioning and Maintenance of a Web-based Automated System for Nairobi City County Assembly

Tender documents with detailed specifications of the required goods and services may be obtained from the **Procurement Office, City Hall Building, Second Floor, Room 277** upon payment of **a non-refundable fee of Kshs. 1,000 paid to Nairobi City County Assembly's Account at the Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500;** or downloaded free of charge from the County Assembly website: www.nairobiassembly.go.ke or from the Government tender portal: www.tenders.go.ke

Completed tender documents must be submitted in enclosed plain sealed envelopes, clearly marked with the **Tender Number** and written, **"Tender for Supply"– "Category Reference/Description"** and be deposited in the tender box situated at **Nairobi City County Assembly premises, located at Wabera street, City Hall – Assembly Wing, 2nd Floor, Room 277,** so as to be received on or before Wednesday, 31st March, 2021, 12.00noon.

Opening of tenders documents will take place immediately thereafter at the **Assembly Foyer, City Hall Building – Assembly Wing at 12.00noon,** in the presence of the candidates' representatives who choose to be present.

Tenders should be addressed to: -

THE CLERK
NAIROBI CITY COUNTY ASSEMBLY
P. O. BOX 45844 – 00100,

Table of Contents

SECTION I   -   INVITATION FOR TENDERS

TENDER REF. NO: *NCCASB/OT/11/03/2020/2021*
TENDER NAME: *Tender for Supply, Development, Testing, Training,*
                                 Commissioning and Maintenance of a Web-based Integrated
                                 Automated System

1.1   The Nairobi City County Assembly Service Board invites sealed tenders from eligible candidates for Supply, Development, Testing, Training, Commissioning and Maintenance of a Web-based Integrated Automated System

1.2   Interested eligible candidates may obtain further information from and inspect the tender documents at the **Nairobi City County Assembly premises, located at Wabera Street, City Hall – Assembly Wing, Procurement Office Room 277, Second Floor,** as from **8am – 1pm and 2pm – 5pm, week day as from Monday – Friday (excluding public holidays).**

1.3   A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000** paid to **Nairobi City County Service Board's Account** at the **Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500;** or downloaded free of charge from the County Assembly website www.nairobiassembly.go.ke OR from the Government tender portal: www.tenders.go.ke

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

1.5   Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited at the **Nairobi City County Assembly premises, located at Wabera street, City Hall – Assembly Wing, 2nd floor, outside room 277 or be addressed to Clerk of Nairobi City County Assembly Service Board, P.O. Box 45844-00100 Nairobi, as to be received on or before 1st October, 2020, at 12.00noon.**

1.6   Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at **Assembly Foyer, City Hall – Assembly Wing at 12.00noon.**

SECTION II -   INSTRUCTION TO TENDERERS

Table of Clauses

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 Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of signing the contract.

2.1.2   The NCCA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 66 of the PPAD Act 2015.

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 NCCA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

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

2.2   Cost of Tendering

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

2.2.2   The price to be charged for the tender document is a non-refundable fee of **Kshs. 1,000** paid to **Nairobi City County Assembly Service Board's Account** at the **Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500.**

2.2.2   The NCCA shall allow the tenderer to review the tender document free of charge before purchase.

2.3   Contents of Tender Document

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

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

(xiii)   Request for Review Form

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

2.4   Clarification of Tender Documents

2.4.1   A Candidate making inquiries of the tender documents may notify the NCCA by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The NCCA will respond in writing to any request for clarification of the tender documents, which it receives not later than four (4) days prior to the deadline for the submission of the tenders, prescribed by the NCCA. 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 candidates who have received the tender documents.

2.4.2   The NCCA shall reply to any clarifications sought by the tenderer within two (2) days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5   Amendment of Tender Documents

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

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

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

2.6   Language of Tenders

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

2.7.   Documents Comprising the Tender

2.7.1   The tender prepared by the tenderer shall comprise the following components:
(a)   A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
(b)   Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer

is eligible to tender and is qualified to perform the contract if its tender is accepted; Tender security furnished in accordance with paragraph 2.12 (if applicable)

(c)   Declaration Form.

2.8.   Form of Tender

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

2.9.   Tender Prices

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

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

2.9.3   Prices quoted by the tenderer shall remain constant throughout the tender period of 120 days. No variation of the tendered rates shall be allowed and any additional variation on the tendered rates shall be considered a substantial breach of contract.

Prices quoted by the tenderer shall remain fixed during the Term of the contract.

A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

NOTE: Satisfactory Services
These are the services, which in the Procuring Entity's opinion, have been provided in a responsive manner aimed at satisfying the procuring entity's tendered services.

2.10.   Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11.   Tenderers Eligibility and Qualifications

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

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

2.12.   Tender Security

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

2.12.2   The tender security shall be an amount of not more than 2% of the tender as valued by NCCA

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

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

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

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

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

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

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14. Format and Signing of Tenders

2.14.1 The presentation of tender will be of **Two (2) envelope (Technical and Financial)**; The tenderer shall prepare an original and a copy of the Technical tender and Financial Proposal, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**,". In the event of any discrepancy between them, the original shall govern.

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

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

2.15   Sealing and Marking of Tenders

2.15.1   The tenderer shall seal the Technical and the Financial Proposals in separate envelopes, duly marking the Technical and Financial envelopes as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL". The envelopes shall then be sealed in an outer envelope. The original copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original copy of the Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and with a warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and Tender number.

2.15.2   The inner and outer envelopes shall:

(a)   be addressed to the NCCA at the address given in the Invitation to Tender.
(b)   bear tender number and name in the invitation to tender and the words,
"**DO NOT OPEN BEFORE** Wednesday, 31st March, 2021, 12.00noon.

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

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

2.16.   Deadline for Submission of Tenders

2.16.1 Tenders must be received by the NCCA at the address specified under paragraph 2.15.2 not later than Wednesday, 31st March, 2021, 12.00noon.

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

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

2.17.   Modification and Withdrawal of Tenders

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

2.17.2   The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4   No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18.   Opening of Tenders

The NCCA will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday, 31ˢᵗ March, 2021, 12.00noon.,** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.1   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.

2.18.2   The NCCA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19   Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the NCCA 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.

2.19.2 Any effort by the tenderer to influence the NCCA in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20   Preliminary Examination and Responsiveness

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

2.20.2   **No arithmetical errors will be rectified**. 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 not__* be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3   The NCCA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4   Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5   If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21.   Conversion to single currency

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

2.22.   Evaluation and Comparison of Tenders

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

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

   (a)   operational plan proposed in the tender;

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

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

   (a)   Operational Plan

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

   (b)   Deviation in payment schedule

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

entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.23.   Contacting the Procuring entity

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

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

2.24   Post-qualification

2.24.1   The NCCA will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2   The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2. as well as such other information as the NCCA deems necessary and appropriate

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

2.25   Award Criteria

2.25.1   Subject to paragraph 2.29 the NCCA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2   To qualify for contract awards, the tenderer shall have the following:-

(a)   Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
(b)   Legal capacity to enter into a contract for procurement
(c)   Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
(d)   Shall not be debarred from participating in public procurement.

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

2.26.1   The NCCA 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 NCCA's action. If the NCCA determines that none of the tenders is responsive, the NCCA shall notify each tenderer who submitted a tender.

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

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

2.27   Notification of Award

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

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

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

2.27   Signing of Contract

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

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

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

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

2.29   Performance Security

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

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

2.30   Corrupt or Fraudulent Practices

2.30.1   The NCCA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2   The NCCA 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

The following information shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS.
Eligible tenderers	Firms registered in Kenya with a partnership registration Agreement from a reputable Integrated Automated System Developer
Cost of tender 2.2.2	Kshs. 1,000.00 or downloaded free of charge from the County Assembly website www.nairobiassembly.go.ke or from the Government Tender Portal www.tenders.go.ke
Clarification of Tender Documents 2.4.1	The PE shall extend the tender opening date by three days in case of tender addendum issued when less than 3rd of the time remaining for tender closing
Tender prices 2.9	Prices quoted by the tenderer shall remain constant throughout the tender period {**120 days}.** No additional variation on the tendered sum shall be allowed and any additional variation on the tendered sum shall be considered a substantial breach of contract.
Tender currencies 2.10	Prices shall be quoted in Kenya Shillings.
Tender eligibilities and qualifications 2.11	For the purposes of establishing its eligibility, the tenderer shall furnish: i) Certificate of incorporation, ii) Valid Certificate of Tax Compliance, iii) PIN Registration Certificate, iv) Company Profile on the provided business questionnaire, v) Valid Single Business Permit, vi) Must submit valid copy of ICTA 2 and above Systems and Applications Accreditation Certificate from the ICT Authority (Will be verified online for authenticity) v) Provide a partnership registration Agreement from a reputable Integrated Automated System Developer
Tender Security 2.12	The Tender Security shall be Kshs. 200,000.00. Guarantees from Insurance companies must be in the list approved by Public Procurement Regulatory Authority (PPRA) to issue tender securities
Validity of Tenders 2.13.1	Prices shall be valid for a period of 120days
Sealing and Marking of Tenders 2.15.1	The tenderer shall seal the Technical and the Financial Proposals in separate envelopes, duly marking the Technical and Financial envelopes as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL". The envelopes shall then be sealed in an outer envelope. The original copies of

	the Technical Proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL PROPOSAL,"** and the original copy of the Financial Proposal shall be placed in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** and with a warning: **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL"**. Both envelopes shall be placed into an outer envelope and sealed.This outer envelope shall bear the submission address and Tender number.
Deadline for Submission of Tenders 2.16.1	**31st March, 2021, 12.00noon.**
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered, received and registered at the Procurement office – Room 277, Nairobi City County Assembly premises, located at Wabera street, City Hall – Assembly Wing, 2nd floor
Opening of Tenders 2.18.1	23rd March, 2021, 12.00noon.
Preliminary Examination and Responsiveness 2.20.2	- Arithmetic errors shall not be accepted and shall be used to as a basis for disqualification at preliminary stage - Past performance of bidder will be based on documentary evidenced submitted.
Evaluation and Comparison of Tenders 2.22	**Preliminary/Mandatory evaluation (shall be complied with by all bidders. Bidders who fail in any one of the criteria shall be disqualified)** i) Certificate of incorporation, ii) Valid Certificate of Tax Compliance, iii) PIN Registration Certificate, iv) Submit a completed company's profile, v) Valid Single Business Permit, vi) Must submit valid copy of ICTA 2 and above Systems and Applications accreditation Certificate from the ICT Authority (Will be verified online for authenticity) vii) Litigation history of the company (provide sworn affidavit from an Advocate of the High Court of Kenya) viii) Submission of a dully filled up Confidential Business Questionnaire in format provided ix) Submission of an original Anti-Corruption Self Declaration form x) Must Submit Authorization Letter for integrated automated Systems from reputable firms xi) Must Submit a Copy of Partner Registration Agreement from reputable integrated automated Systems firm.

	xii) Must provide copies of certified audited accounts for the last three years (2017, 2018, 2019) xiii) Power of attorney/ authorization letter authorizing the person to submit/ execute this agreement. xiv) Submit a satisfactory credit rating certificate from accredited credit rating agency xv) Bidders must have their documents paginated(serialized) to ensure compliance with section 78(5) of Public Procurement and Assets Disposal Act,2015.(From the first page in format 1,2,3,4…………..to the last page and the annexures attached
Post-qualification 2.24	The evaluation shall conduct due diligence on the successful bidder and it shall be based on the documents and information submitted.
Award Criteria 2.25	Subject to paragraph 2.29 the NCCA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the Tenderer with the Highest Combined Technical and Financial Score, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily
Other's as necessary	Right to award Contract:- The Nairobi City County Assembly Service Board reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

2.22 EVALUATION CRITERIA

A). Preliminary/Mandatory Evaluation

The preliminary evaluation criteria shall be complied with by all bidders. Bidders who fail in any one of the criteria shall be disqualified.

NO	REQUIREMENTS	Yes	No	Reference Page
MR 1	Submission of a copy of a valid Certificate of Incorporation/ Registration			
MR 2	Submission of a Valid copy of KRA Tax compliance certificate			
MR 3	Submission of a copy of PIN Certificate			
MR 4	Submission of a copy of Valid Single Business Permit 2021			
MR 5	Submission of a Bid security of Kshs. 200,000.00			
MR 6	Submission of Valid copy of ICTA 2 and above {Systems and Applications} accreditation Certificate from the ICT Authority (Will be verified online for authenticity)			
MR 7	Litigation history of the company (provide sworn affidavit from an Advocate of the High Court of Kenya)			
MR 8	Submission of a dully filled up Confidential Business Questionnaire in format provided.			
MR9	Submission of an original Anti-Corruption Self Declaration form.			
MR10	Submission of Authorization Letter from a reputable Integrated automated system developer.			

MR 11	Submission of Partnership Registration Agreement from a reputable Integrated automated system developer			
MR12	Submission of power of attorney/ authorization letter authorizing the person to submit/ execute this agreement.			
MR13	Submission of a satisfactory credit rating certificate from accredited credit rating agency			
MR14	Bidders must have their documents paginated(serialized) to ensure compliance with section 78(5) of Public Procurement and Assets Disposal Act,2015.(From the first page in format 1,2,3,4…………..to the last page and the annexures attached.			

NOTE:Bidders meeting the entire above mandatory requirements will be subjected to Technical Evaluation.

B) TECHNICAL EVALUATION

Evaluation Attribute	Weighting Score	Score
i. **MANDATORY TECHNICAL SPECIFICATIONS EVALUATION** The proposed solution will be evaluated on meeting the selected mandatory aspects of the system. This will be done to check the bidder's level of conformity to specifications as contained in the Terms of Reference Bidders who do not provide a solution that conforms to all MANDATORY areas in the specifications shall be considered to be non-responsive and their quotations shall be rejected at this stage.	YES/NO	YES
ii. **FIRMS TECHNICAL REQUIREMENT EVALAUTION** The solution will be evaluated on meeting the detailed technical requirements (compliance) as outlined below. Bidders who do not provide a solution that conforms to all areas in the detailed specifications shall be considered to be non-responsive and their quotations shall be rejected at this stage.	Full compliance= 100% As per technical specification	100

NOTE: The Nairobi City County Assembly Service Board will conduct a due diligence on the bidder that will have been responsive to determine the tenderers capability/capacity to provide the required services. Further, the responsive bidder will be invited to do a demonstration on the following:

- Demonstration of the functional and technical capabilities of the system and how it meets the requirements of the NCCA using dummy data and transactions;
- User friendliness of the system and ease of navigation across different functional aspects of the system;
- Capability of the proposed system to manage work flows.
- Reporting capability of the system with dummy reports and a demonstration of ease of creation of reports based on user defined criteria.
- Should support self-created custom generated reports, System security, user management and administration

i. **MANDATORY TECHNICAL SPECIFICATIONS EVALUATION (Bidders are required to indicate with a YES or NO on whether the solution they provide will meet the below requirements.)**

    a) Financial Management

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS (The software should be able to achieve these)	EXPECTED REPORTS	YES/NO	BRONCHURE PAGE
1	Budget Preparation	-Involves submission of annual expenditure projections from all	• All departments	• Automatic allocation of annual budget amounts into monthly allocations • Allow projections and historical	• Departmental budget expenditure submission(s) report(s)		

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS (The software should be able to achieve these)	EXPECTED REPORTS	YES/NO	BRONCHURE PAGE
		departments in a prescribed format - Consolidation of departmental expenditure projections. -Preparation of annual budget estimates in the itemized format		analysis of data over a period • Features for automatic development of budget based on combinations of historical trends from base budgets or on user projected amounts • Generate budget reports on consolidated basis, by division, department or programs • Automatically record notes electronically against budget estimates • Allows for on-line input of budget estimates as well as summary reporting on estimates during the preparation and review process.	• The annual standard budget reports • Monthly budget allocations reports		
2	Budget Monitoring	-Entails commitment of budgeted expenditures in the budget vote book. -Tracking performance of individual expenditure vote lines in the vote book -Making comparison between the recorded manual vote book expenditures and IFMIS registered expenditures. -Tracking each	• Finance • Accounts • Procurement	• Digitization of manual vote book commitment of expenditures. • Ability to maintain a revision history to the approved budget • To support user definable report of budget variance • Flexibility in projecting actual year-end balance • Ability to produce standard budget reports • Able to generate summary report on all types of expenditures and financing sources.	• Monthly/quarterly expenditure reports • Vote book commitments report • Budget absorption report • IFMIS/vote book reconciliation report		

CLERK, NAIROBI CITY COUNTY ASSEMBLY   P. O. BOX 45844 – 00100, NAIROBI

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS (The software should be able to achieve these)	EXPECTED REPORTS	YES/NO	BRONCHURE PAGE
		committee's allocated budget consumption.		• Secured access to the budgetary commitment actions • Multi-access to the vote book commitments • Real time identification of commitment of expenditures from different commitment points. • Real time comparison/reconciliation of IFMIS and vote book budget performance.			
3	Financial Workplan preparation	-Involves identifying specific expenditures from the generated internet banking report. -Alignment of specific identified expenditures with the budget allocated. -correlating exchequers receipts against the approved budget estimates	• Finance • Accounts • Procurement	• Ability to interlink internet banking expenditures with the budget financial workplans • Automatic generation of monthly financial workplans from the uploaded expenditures • Automatic update of exchequer receipts in relation to the annual budget. • Ability to define specific expenditures from the uploaded expenditures.	• Monthly financial workplan report • Exchequer receipts ledger report		
4	Administration of Car Loan & Mortgage	-Involves appraising members by determining disposable income for commitment on loan. -filling loan application form.	• Finance • Human resource • Human Resource	• Adopt the human resource car loan and mortgage appraisal manual • Automatically generate individual member's available income for commitment from the human resource data	• Individual disposable income appraisal report • Individual monthly repayments report • Monthly interest earned report		

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS (The software should be able to achieve these)	EXPECTED REPORTS	YES/NO	BRONCHURE PAGE
		-processing and payment of applied and approved amounts. -Preparation of financial statements i.e. statement of financial position, income statement, statement of cashflow on the financial performance of the fund.		• Update individual member repayments ledger account • Automatically produce car loan and mortgage scheme fund income statement for a given period • Automatically generate statement of cashflow position at a specific date • To support automatic and instant update of general ledger, trial balance, income statement and statement of financial position after every transaction			
5	Administration of Gratuity	• Involves computing monthly gratuity remittable to the fund administrator in favor of MCAs & ward staff. • Creating individual members accounts for the monthly gratuity earned. • Remission of gratuity payments to LAP Fund.	• Finance • Human Resource • Accounts	• Instantaneous access to the human resource payroll report • Automatic computation of monthly gratuity for beneficiaries • Ability to create individual gratuity ledger account for members • Automatically update individual gratuity account on monthly basis • Update and generate gratuity remittance report on quarterly basis (remittances to the fund administrator).	• Members Monthly gratuity report • Individual cumulated gratuity on monthly, quarterly or annual basis.		

b) Accounting Management

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS	YES/NO	BRONCHURE PAGE

1	General Ledger	All modules must be fully integrated with the general ledger to enhance reliability of data processing.	• Accounts	• Condensed Trial Balance
				• GL report
				• Expanded Trial Balance
					The system should be able to generate a GL report. supported by the GL include the following:
					• The system should be able to produce the following Financial Statements that must comply with the Kenya National Audit Office (KENAO) Format
					  o Statement of Comprehensive Income with comparative figures
					  o Statement of Financial Position with comparative figures
					  o Statement of cash flows with comparative figures
					  o Statement of changes in equity with comparative figures
					Notes to the Financial statements with comparative figures N/B you must illustrate to support features		

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS	YES/NO	BRONCHURE PAGE
				in (d) above and they should be able to input in the IFMIS.			
2	Income Generating Activities (IGA)	The Assembly operates income-generating units like tender fees	• Procurement	• Ability to capture products and services • Classification of products as per the IGA • Creating of price list • Ability to use credit and debit memos • Ability to generate cash sale receipts. • Ability to generate an invoice for a customer • Ability to integrate with ETR machine.	• Income & Expenditure for IGA	•	•
3	Fixed Assets	This module must maintain records of all fixed assets and compute depreciation costs. The module must also allow for posting of asset values, depreciation and disposal.	• Finance • Procurement	• Unique asset identification • Comprehensive facilities to deal with all aspects of depreciation • Sale and purchase of assets fully integrated with the rest of the accounting system. • Fully integrated with general ledger accounts receivable, and accounts payable modules. • Records person and department responsible for the asset • Asset classification • Bar coding. • Valuation reports • Asset listings & transactions • Assets Disposals. • Warranty expiry date. • Insurance/Tax rate • Fully depreciated asset listing • The system should also have a provision for transfer of assets.	• Fixed Assets Register/report • Fixed Asset history report • Fixed assets Depreciation report • Fixed Assets acquisition and Transfers report. • Valuation reports • Asset listings • Assets Disposals. • Warranty expiry date	•	•

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS	YES/NO	BRONCHURE PAGE
				• Asset coding; • Depreciation / revaluation; • Location tracking; • Service schedules; • Maintenance details (incidents and costs); • Disposal records; • Handling of intangible assets, e.g. computer software. • Unlimited asset categories			
4	Accounts Payable	The system must provide for a full cycle of vendor transactions from the Purchase Requisition Note (PRN), Local Purchase Order (LPO) to cheque disbursements.	• Procurement	• Ability to integrate fully with Procurement • Ability to capture supplier invoice • Ability to allocate a supplier invoice to a cost centre. • Ability to define default payment terms • Ability to control payments as per the stipulated terms. • Ability to hold disputed supplier invoice and payment. • Ability to generate Payment Vouchers • Ability to automatically assign voucher numbers. • Ability to allocate payments to suppliers' invoice. • Ability to pay suppler invoice in part • Ability for multiple invoices from a single vendor to be paid on one cheque with supporting detail on cheque stub or remittance advice. • Ability to void a payment voucher. • Ability to void and stop payment of cheques.	• Accounts payable balances as at a given date • Creditors ageing summary & detail reports. • List of capital creditors. • List of recurrent creditors. • Supplier Ledger. • Supplier contact list. • Payment voucher listings and the status • Payments on hold report • Cheque payment register • List of voided cheques • List of voided vouchers • Uncollected cheques list • Daily Cheque disbursement report.	•	•

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS	YES/NO	BRONCHURE PAGE
				• On–line drill down analysis: Full drill down from the invoice to the payments and vice–versa information. • Payment controls: Vouchers can be paid based upon due date, priority, category, payment type, group vendor or any combination. • Both vendors and payment vouchers can be put on hold to prevent processing of requisitions, orders, invoices and payments. • Recovery and accumulation of Retention for settlement. • Recovery and accumulation of Withholding Tax for settlement • Ability to print cheques. • Notification of suppliers when cheques are due for collection. • Ability to keep cheque disbursement register. Indicate date when cheque is collected, person collecting and his ID number & telephone number etc.			
5	Imprest Management	The system is expected to control and manage the issuance of imprests to staff and the	• All Departments	• Allow all approved memo to be approved online • Allow for staff to apply for imprests online • Generate imprests forms (F.O.24) and automatically number them serially	• Age analysis of unaccounted imprests/ Imprest debtors • Imprest recovery reports • Automatically generate	•	•

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS	YES/NO	BRONCHURE PAGE
		members, the accounting of imprests and the recovery of unaccounted for imprests from salaries of involved staff. Each staff should be able to access their imprest accounts virtually, apply for their imprests and even surrender their imprests in the form of a scanned documents. The scanners should be of high speed and distributed in every office		• Allow for batch input/generation/processing of imprest • Specify the envisaged accounting date • Automatic alerts for overdue unaccounted for imprests • Linked to the Payroll module for recovery of unaccounted for imprests • Embedded controls to stop issuance of further imprests to staff with an existing unaccounted imprests. • Online approvals and clearly marked workflows • All imprests issued should be exported in the form of and excel sheet for subsequent input into the IFMIS • Support for online surrender • End user tracking of imprest	payroll recoveries • Auto-Generate underspent receipts analysis • Imprest ledger by staff		
6	Cash Office Module	The cash office operates as a central point for cash flows and is thus an agent for all sections	• Accounts	• Support for unlimited number of bank accounts • On line drilldown account analysis from various Banks/ Bank Statements all the way to the source transaction in the general-ledger and to migrate information to the Spread Sheets. • Create alarm features for a pre-determined	• Cash Book • Petty cash Report • Cash flow movement report on daily, monthly, YTD, Annual basis. • Cash reconciliation report • Receipts and Payments	•	○

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS	YES/NO	BRONCHURE PAGE

				amount payable at a time in each bank account
				• Support cheque printing for both special and ordinary cheque and posting direct to the general ledger.
				• Record transfers between bank accounts
				• Allow for automatic reversal of erroneous entry
				• Returned (bounced) customer cheques
				• Disbursement of Petty Cash to various departments. Give a brief description of how the system handles beginning year float.
				• All Invoices should be exported in the form of and excel sheet for subsequent input into the IFMIS with all the necessary workflow approvals
					analysis indicating
					  o Transaction type
					  o Date
					  o Number
					  o Payee
					  o Description
					  o Clearance status
					  o GL
					  o Dr (Receipt)
					  o Cr (Payment)
					• Cumulative Balance		

7	Bank Reconciliation	Bank Reconciliation	• Accounts	• The System must support bank reconciliations across multiple banks • Full bank and Cash reconciliations including deposits, disbursements and adjustments. • Flexibility to import transactions from various banks systems. • Post bank charges, interest charged and interest earned	• Bank reconciliation Summary. • Bank Reconciliation by de	•	•

c) Supply Chain Management

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS	YES / NO	BRO NCH URE PAGE
1	Procurement Management	- Procurement planning - Procurement requisition - Requisition approval - Issuance of tender documents - Opening of bid documents - Evaluation of bid documents - Professional opinion - Awarding of tenders - Raising of contracts/LPOS /LSO	- Procureme nt - User departmen ts - Office of the clerk - Finance departmen t - Accounts departmen t	- Ability to allow online requisition and approval of items to procure - Procurement master planning - Ability to link requisition to procurement plan and work plan. - Permit the requestor to view the status of requisition - Automate the entire process of RFQS'/RFPS', quotation analysis and award process based on various thresholds. - Set timelines and reminders to various actors involved in the procurement process. - Capture details of service orders such as the supplier details, amount, input vat, nature of goods/services, date and unit of issue. - Link a purchase order to a requisition. - Generate automatic purchase orders with a unique order number for each order placed. - Print disclaimers on the purchase orders with respect to price variations from original quotations. - Allow online approval of purchase orders. - Provide the approver of a purchase order with access to budget information. - Online quotation and/ or tender application and submission - Opening and evaluation of quotations and/or tenders - Professional opinion - Generate lpo and alert supplier - Ability to automatically alert purchase order approver of orders	- Consolidated procurement plan - Tender opening report - Tender evaluation report - Contract document/LPO /LSO		

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS	YES / NO	BRONCHURE PAGE
				waiting for approval/delivery. • Facility to set and maintain authorization levels (workflow) of local • Purchase orders with different approval hierarchies. • Maintain a record of rejected purchase orders. • Receive goods, sign and upload the delivery note			

2	Contract Management	• Contract administration	• Procurement
			• All user departments
				• Ability to reference procurement module, which indicates those, requested services for which contracts require to be drawn and attachment of relevant documents (tender /procurement committee minutes, requisition etc.)
				• Ability of the contract officer to draft contract online and forward for necessary approvals.
				• Ability to assign staff a specific contract and escalate in case more technical engagement is required.
				• Ability to generate reports/ notifications based on the following criteria:
				   o Those due to expire within a given period
				   o Those assigned to a specific staff
				   o New contracts signed within a specified period.
				• Ability to integrate with vendor accounts in finance for payment purposes.
				• Contract monitoring implementation/progress/status
				• Alerts as per service charter
					• Contract documents
					• Notifications of contract expiry
					• Contract status
						•	•

3	Stores Management	• Receiving of goods • Inspection and acceptance of goods	• Procurement • All user departments	• Full automation of stores processes receipt, issuance and stocktaking • Process • Online requisition and approval of store items	• Goods received note • Inspection and acceptance certificate • Stores counter receipt voucher	•	•

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS	YES / NO	BROCHURE PAGE

		• Recording items received into stores counter receipt voucher
		• Users requesting items using stores counter issuance voucher
		• Issuance of stores items
		• Recording items issued into bin cards
		• Reconciliation of stores records
		• Establishing stock re-order levels
		• Quarterly and annual stock take
			• Accounts department	• Stock discrepancy /damage management
				• Full document production (receipt notes, issue notes, return to stores note, stocktaking sheets)
				• Assign unique stores codes to each stock item
				• Barcode identification functionality
				• Notification alerts on;
				  o Stock levels (min, max, reorder)
				  o To requisitioner upon delivery
				  o On pending deliveries/ requisitions
				• Provide stock movement analysis
				• Ability to attach other documents not generated by the system
					• Stores counter issuance voucher
					• Bin cards
					• Notification of re-order levels
					• Quarterly stock take reports
					• Annual stock take reports		

4	Fixed Assets Management	• Recording of assets purchased • Generation of asset register • Asset tagging • Tracking of asset location • Depreciation of assets • Reporting asset conditions • Disposal of assets	• Procurement • Administration department • Accounts department • All user departments	• Allow for inputting of asset purchase details • Generate asset register • Tracking of asset locations and employees assigned the assets • Grouping of assets of same family • Generate asset movement register • Allow for tagging/barcoding of assets • Allow for depreciation of assets • Allow for reporting of asset conditions by the users • Allow for retirement of assets through disposal processes	• Asset register • Asset movement register • Asset disposal reports	•	•
5	Supplier Management	• Supplier application for registration • Submission of registration documents by suppliers • Evaluation of supplier registration documents	• Procurement • External suppliers	• Allow suppliers to make applications for registration online • Allow evaluation of suppliers applications • Notify the suppliers the results of the evaluation through letters • Keep a list of all the registered suppliers	• Supplier registration evaluation report • List of registered suppliers	•	•

CLERK, NAIROBI CITY COUNTY ASSEMBLY   P. O. BOX 45844 – 00100, NAIROBI

32 | P a g e

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS	YES / NO	BRONCHURE PAGE
6	File tracking	• Opening of files • Allocation of files to officers	• Office of the clerk • Procurement • Accounts • Finance • All user departments	• Enable users and the management to view the status of the procurement requisitions • Allow for allocation of files to procurement officers • Keep file movement register	• File status reports	•	•
7	Records Management	• Archiving and keeping of procurement records	• Procurement • Accounts	• Allow for archiving procurement records for at least a period of six years	• Procurement records	•	•

ii. FIRMS TECHNICAL REQUIREMENTS EVALUATION

No.	Evaluation Attribute	Weighting Score	Max. Score
T.S.1	**Experience** Number of years in operation in the industry	• 5 years and above (10 marks) • Below 5 years –prorated at: **No of years/10x5**	10

T.S.2	**References**
	Provide a list of clients and references of similar works in the last 3 years.
	The bidder MUST demonstrate relevant experience in Supply, Development, Testing, Training, Commissioning and Maintenance of a Web-based Automated System
		Maximum accumulative volume of similar projects in a year handled in the last three years 2017, 2018, 2019 (Attach Evidence -LPOs OR Contracts)
		
		Contracts/LPOs above 20 million within the years above (32 Marks)
		   Others prorated as:
		   Volume X 32marks
		   20 million
			32

T.S.3	**Financial Capacity**
	Provide audited financial statements for the financial years 2017, 2018, 2019.
	  a) Profitability Margin
	  b) Liquidity Ratio
	
	Must attach company audited accounts for the last three consecutive years
		Margin:
		Above 20% will score 5 marks; 10-19 % 4 marks
		5- 9% marks 2.5 marks and
		1-4% 1.0 mark
		 Ratio
		2:1 – 5 marks;
		1:1 – 4 marks;
		0.5:1- 3 marks less than 0.5 no mark
			10

T.S.4	**Implementation Plans** Project implementation plans (execution plan, training plan, test plan, support plan, migration plan, etc.). Provide an adequate and detailed work plan on how the solution will be implemented complete with timelines against each milestone and including training programme. The work	• Activities involved – 2.5 Marks • Implementation Approach – 2.5 Marks • Timelines - 2.5 Marks • Milestones – 2.5 Marks	10

No.	Evaluation Attribute	Weighting Score	Max. Score
	plan should address all the items in the objectives and the expected deliverables. Supply, installation, configuration, testing and commissioning lead time will be critical. Provide a detailed methodology for undertaking the assignment with clear indications of how the solution will cover all the functional areas		
T.S.5	**Physical Facilities** • Provide details of physical address and contacts – **(attach evidence)**	• Details of physical address/location and contacts with copy of title or lease documents or latest utility bill – (10 marks) • Not provided – (0 marks)	10
T.S.6	**Commitment letter** A letter of commitment to complete all works as per work plan provided	• The bidder to make undertaking that he/she is able to meet the set timelines during the contract	8
T.S.7	**Technical Staff** a) At least 4 Technical staff with specific qualifications and experience in system development to develop and support the solution. Proof of adequate establishment including number and profiles of key personnel to undertake the assignment. (Attach signed CVs and the certificates). The personnel should have extensive theoretical and practical experience of **Integrated Management Information Solutions** which should be backed by evidence of relevant training and proof that they have undertaken similar assignments in the last four years.	• 4 Technical Staff – 20 Marks • 3 Technical Staff – 15 Marks • 2 Technical Staff – 10 Marks • 1 Technical Staff – 5 Marks	20
		TOTAL SCORE	100

Note: Only Bidders Who Score 80 Marks of the total 100Marks will proceed to the financial evaluation stage.

C: THE FINANCIAL EVALUATION (20 Marks)

Bidders whose technical proposals will have met technical evaluation criterion described above shall be invited for the opening of the financial proposals. The other financial proposals shall be returned unopened. Any effort by a bidder to influence the evaluation or contract award decisions shall result in the rejection of the bidder's proposal.

The Financial Proposals shall be opened publicly in the presence of only the Technically Responsive bidder's representatives who choose to attend. The name of the bidding firm, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

The evaluation committee will determine whether the financial proposals are complete i.e. whether the bidder has priced all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

The tenderers shall complete the financial submission form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed. In the financial evaluation, we shall consider:

- Checking whether the quotation is as per requirements in the tender documents

- Checking whether all Taxes have been included

- Check any computational and arithmetical errors and deviations

- Check that the bidder has costed all items as per specifications

- Check currency and exchange rates

- Check unit cost and total cost

- Check the validity of the tender

- Check Terms of payment

- Check any variations in tender prices

Financial Score:

The formulae for determining the Financial Score (Sf) shall be as follows: -

$$Sf = 100 \times {}^{FM}/_{F}$$

Where:
Sf is the financial score;
Fm is the lowest priced financial proposal and
F is the price of the proposal under consideration.

Summary of the Financial score (X=20 Marks)

Evaluation Attribute	Weighting Score	Score
Mandatory Financial	**MR11**: Must Fill the Price Schedule in the Format provided	Elimination
	MR12: Dully/fully filled Form of Tender in the Format provided	
The cost of the solution	Itemized Prices	20 marks
Total		**20 marks**

D. SELECTION METHOD

The method of selection is: Quality and Cost based Selection –   QCBS

Proposals will be ranked according to their combined technical *(St)* and financial *(Sf)* scores using the weights *(T*=the weight given to the Technical Proposal: *P* = the weight given to the Financial Proposal; *T* + *p* = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - *S = St* x *T* % + *Sf* x *P* %.

The weights given to the Technical and Financial Proposals are:
    T=_____ (0.80)
    P=_____ (0.20)

    Quality: 0.8 + Cost: 0.2 = Total weight of 1

The firm achieving the highest combined technical and financial score will be the successful
    proposal

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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 Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.

(d)   "The Procuring entity" (in this case NCCA – Nairobi City County Assembly) is the organization procuring the services under this Contract

(e)   "The Contractor" means the organization or firm providing the services under this Contract.

(f)   "GCC" means the General Conditions of Contract contained in this section.

(g)   "SCC" means the Special Conditions of Contract

(h)   "Day" means calendar day

3.2.   Application

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

3.3.   Standards

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

3.4.   Use of Contract Documents and Information

3.4.1   The Contractor shall not, without the NCCA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the NCCA in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2   The Contractor shall not, without the NCCA's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3   Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the NCCA and shall be returned (all copies) to the NCCA on completion of the contract's or performance under the Contract if so required by the NCCA.

3.5.   Patent Rights

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

3.6   Performance Security

3.6.1   Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the NCCA the performance security where applicable in the amount specified in SCC

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

3.6.3   The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the NCCA and shall be in the form of:
   a)   Cash.
   b)   A bank guarantee.
   c)   Such insurance guarantee approved by the Authority.
   d)   Letter of credit.

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

3.7.   Delivery of services and Documents

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

3.8.   Payment

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

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

3.9.   Prices

3.9.1   Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the NCCA's request for tender validity extension the case

may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2   Contract price variations for the tendered rates shall not be allowed in the duration of the contract.

3.10.   Assignment

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

3.11.   Termination for Default

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

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

(b)   If the Contractor fails to perform any other obligation(s) under the Contract

(c)   If the Contract in the judgment of the NCCA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

3.12.   Termination for Insolvency

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

3.13.   Termination for Convenience

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

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

3.14   Resolution of Disputes 3.14.1   The NCCA and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

3.15.   Governing Language

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

3.16.   Applicable Law

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

3.17   Force Majeure

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

3.18   Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT
CONDITIONS TO BE MET BY THE WEB-BASED INTEGRATED AUTOMATED
SYSTEM
BIDDING COMPANY

4.1.1 Must Submit a Copy of a Partnership Registration Agreement from a reputable
Interpreted Automated System Developer.
4.1.2 Must have a gross turnover of **Kshs. 20M** in the last 3 Years (2017,2018 & 2019)
4.1.3 Must submit Letter of Authorization for Integrated Automated System from a reputable
firm
4.1.4 Must give a list of 3 (three) reputable clients served in the last 3 Years
4.1.5 Must submit a copy of the audited accounts for the last three years (2017,2018 & 2019)
4.1.6 Must assign to this project to at least **4 technical staff**(attach signed CVs and Certificates)
4.1.7 Must submit copies of the following documents;
  (a) PIN Certificate
  (b) Valid Tax Compliance Certificate
  (c) Certificate of Registration/Incorporation
  (d) Valid Single Business Permit
  (e) Company Profile
  (f) Accreditation Certificate from the ICT Authority Level 2 and Above in Systems and
    Applications is mandatory.

4.1.8 Proof of handling equivalent assignments
4.1.9

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	Performance security of 10% of the contract sum in the prescribed format to be submitted by the successful firm.
3.7 Delivery of Services	Commencement of the service as per the terms of contract agreement
NOTE: **Satisfactory Services**	These are the services, which in the NCCASB's opinion, have been provided in a responsive manner aimed at satisfying the entity's tendered services.
3.8 Payment	Payment terms will be as per the contract to be signed by both parties and as indicated below
3.9 Price	Prices must remain fixed during the contract period. Prices must remain valid for 120 days after closing of tender Prices quoted must be inclusive of all Government taxes and delivery charges to NCCA.
3.16 Applicable law	Laws of Kenya
3.18 Notices	All Notices shall be submitted to: **THE CLERK** **NAIROBI CITY COUNTY ASSEMBLY** **P. O. BOX 45844 – 00100**

3.8 Payment Schedule

NO	EVENT / MILESTONE	RESULT		PAYMENT	
		DELIVERABLE	%	Amount (Inc.VAT)*	
1.	Inception	• Signed contract documents • Supply of Licenses • Inception report • Project plan • Service Charter • Shall be paid against receipt of a claim accompanied by the Advance Payment Security specified	10%	
2.	Implementation	Implementation of the solution within the agreed period to cover the documented Systems User Requirements Specifications, which are part of this bid document. Test reports and user acceptance certificate.	25%	
3.	Complete System Integration and commissioning	Integrating the system to all the required systems such as IFMIS etc User Acceptance Certificate, test reports, handing over report.	25%	
4.	Training	Training users on the use of Web-based Integrated Automated System functions.	20%	
5.	Support during Warranty period	After providing support and building capacity of super users per functional area and the internal IT department for a period of 24 months after Go-Live and user acceptance certificate).	20%	

SECTION V – TERMS OF REFERENCE

5.1. **Terms of Reference for Provision of a Web-based Integrated Automated System for Nairobi City County Assembly.**

Article 176 of the Constitution establishes the County Assembly which shall consist of members elected by the registered voters of the wards; each ward constituting a single member constituency, on the same day as a general election of Members of Parliament, being the second Tuesday in August, in every fifth year.

The County Assembly is the Legislative arm of the County Government responsible for the formulation of laws that regulate the conduct and activities within the County and provide oversight.

Nairobi City County Assembly comprises of 85 elected and 38 nominated Members of the County Assembly (MCA's) who sit on various committees of the Assembly and about 200 officers who support the members in delivering their mandate.

The NCCA is in the process of identifying a reputable firm/bidder for the **SUPPLY, DEVELOPMENT, TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF AN INTEGRATED ENT Web-based Integrated Automated System RISE RESOURCE PLANNING (SYSTEM)** that meets the requirements of Assembly.

5.2. **Objectives**

NCCA invites sealed bids from those eligible firms for Request for Proposal for Supply, Development, Customization, Testing, Training, Commissioning and Maintenance of web-based Integrated Automated System

To enhance service delivery, the NCCA desires to:

i. Implement a modern web-based or cloud based Integrated Automated System that will address the automation of the entire assembly in the long run.
ii. Enhance the ability to support management decision-making based upon access to accurate and timely financial and operational information and reports from the Web-based Integrated Automated system and database system business intelligence reports.
iii. Enable financial reporting on accrual basis and as per the public reporting standards International Public Sector Accounting Standards (IPSAS) and international accepted standards
iv. Improve efficiency and minimize costs by providing flexible, integrated systems that eliminate the need for redundant data entry for effective operational Control.
v. Facilitate corporate communication and sharing of information electronically to improve all aspects of customer service delivery.
vi. Ensure that all users are suitably trained and equipped in the usage and support of the Web-based Integrated Automated System.
vii. Make the necessary changes noted and customization based on the user requirements by either development or customization of the Web-based Integrated Automated System system to achieve the desired results.
viii. Thoroughly test the Web-based Integrated Automated System system by allowing users to work with the module/component until it achieves the desired and agreeable results.

ix. Integrate with existing systems such as IFMIS, Internet Banking, bespoke application, and other payment channels.
x. Provide tracking and visibility of store items/ projects highlighting delays and outages
xi. Provide support for critical data analysis
xii. Provide for system data management including but not limited to backup, migration and security
xiii. Provide support for generation of user customized reports with tools to generate graphical reports.
xiv. Provide post implementation support services.
xv. Provide for continuous system and modules automatic updates.
xvi. Provide for open and perpetual license for the Web-based Integrated Automated System.

5.3. Functional Requirements by Module

This document outlines the functional, performance, security and other system requirements identified by NCCA for the proposed Web-based Integrated Automated System solution.

The proposed Web-based Integrated Automated System is expected to automate the following functions to enable integrated management of NCCA core business processes in real-time.

1. **Financial Management**
2. **Accounting Management**
3. **Supply Chain Management**

In addition, the Statement of user requirements document specifies high-level requirements for Reporting, Operational Intelligence and role-based Work Flow functions that any proposed solution would be required to meet. The proposed solution will impact all functional areas in The Assembly and will be used by all staff in the NCCA.

5.3.1. Technical Specification
5.3.1.1. Summary of functions

The following is a list and description of the functions that the proposed Web-based Integrated Automated System is expected to perform.

5.3.1.2. General/Common Features Specifications

1. **Architectural parameters -** The Web-based Integrated Automated System system should be developed using the current technological trends and must have a capability to run on all major operating systems (Windows, MacOS, Android, iOS, etc) and devices without distortion of information and user interface. The system should support a multi-tier architecture with each tier fully independent. It should have the ability to integrate with Active Directory (for authentication) and e-mail system and also provide a flexible API for system integration and application development.

2. **System Administration/ Management -** The system should support an administration module for the complete management of the total system. All the components of the system must be managed from a remote management station. Shall provide custom reporting of current and historical system performance parameters. Performance parameters to be tracked include resource utilization (CPU, Memory, Hard Disk, I/O, and Processes), uptime, throughput, device alerts/failure etc

3. **Scalability and Performance -** One of the fundamental requirements of solution architecture to be provided by the vendor is its ability to scale up as and when new applications and services are added

and transaction volumes increase without compromising the performance of the overall solution. It should provide for Scale-Up and Scale out on the Application, Web Servers, Database Servers, Application Integration Servers, and all other solution components.

4. **Availability** - Solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures (High Availability – HA), thus protecting against many multiple component failures.

5. **Modular Approach -** The Web-based Integrated Automated System should be modular to allow for progressive or modularly implementation i.e. implementation by modules over time

6. **Workflow management:** The Web-based Integrated Automated System should have a robust workflow management for systematic process and approvals.

7. **Security:** The Web-based Integrated Automated System should have an audit trail and a log file for security of information as well as data encryption capabilities.

8. **Integration:** The proposed solution should ensure that the Assembly processes are integrated end to end across departments and business units

9. **Data management:** The proposed solution should use a common proprietary RDBMS to enable data to be defined once for the enterprise with every department using the same definition

10. **Data Analysis:** The solution should enable Users to gather a wide variety of information and spin it into actionable insights—on new opportunities as well as ways to optimize current operations, reduce costs, spot fraud and better serve Members

Visibility: The proposed solution should be able to provide comprehensive visibility. Much of this is made possible by the high level of integration. The level of visibility the solution provides should allow users to understand and foresee critical issues such as delays, stock outages, etc.

11. **Tracking:** the solution should allow users to track information. The system should provide a multitude of tools to follow different sets of data and set up alerts for specific events, keeping them up to date on the most critical activities

12. **Reporting:** The Web-based Integrated Automated System should compile information about Assembly's operations into reports that empower users to make more informed decisions, enhance Assembly processes and identify problem areas before the Assembly suffers. Reports may include visual representations, such as charts, graphs and dashboards, revealing trends and patterns to improve Assembly performance

5.3.1.3. Functional Requirements

In order to accomplish the above-articulated needs, NCCA requires an enterprise-wide Web-based Integrated Automated System that includes the following specific functionality.

5.3.1.3.1. System Administration/ Management

The Assembly expects that all the proposed system modules and sub-modules will be integrated and if required, will also integrate the Web-based Integrated Automated System with all the existing systems that the Assembly will identify.

General

a) The system should support online services for essential services required by the assembly. It should modernize and transforms decision-making processes that are undertaken to ensure smooth running of The Assembly's business.

b) The Assembly expects a system that will replace the legacy semi-automated based processes with modern secure ICT based processes. It should therefore, encompass and retain the best elements of the existing systems while facilitating new efficiencies and enhanced features made possible by technology.

c) The system should be accessible via all browsers and mobile devices.

System User Administration

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

System Integration

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

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

ii) IIS/Apache web server integration

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

iv) Support for multiple server Client / Agent Platform (Windows / Linux / Mac/ Android/ iOS, etc)

v) Integration with Event logs

vi) Integration with other systems including IFMIS, Assembly bespoke systems, nd other systems that the assembly will acquire in future.

Administration

i) Unlimited number of Administrators

ii) Unlimited number of End users

iii) Flexible User Administration –Role based access control

iv) Multi-Organization support

Backup Management

- The solution should provide tools for backup and restore facilities.
- Facility to seamlessly migrate data i.e. import and export of data to and from the EPR with ease
- The system should allow archiving of old, unused data to improve system performance.
- The system should allow the users to access archived data from different queue and also provide the capability to search report and export the data.

Dynamic dashboards that show only what is relevant to each user

Each user should be able to access a personalized/ customized dashboard that will consolidate all the right information to be brought to the user's attention without the need of the user navigating to various sections of the system.

Documentation
- The solution should have all the documentation required for its operations and maintenance. These incudes but not limited to the following: -
  - o Requirements document
  - o Design document/technical manuals
  - o Operational manual/Users' guide
  - o Guidelines for using the solution
  - o Administration/ Technical manuals

Security
- Single Sign On using active Directory Authentication
- Login, password and user settings are limited to administrator role
- Different confidentiality settings for groups and individuals
- Different levels of confidentiality for different groups
- Authentication of users against Active Directory
- Two factor authentication
- Secure Socket Layer (SSL) support
- Database level security
- Encryption

Scalability
The system should be a highly scalable and designed to accommodate unlimited number of users.

Training
All the users of the system should be trained to be able to use the system depending on their levels of authorization. The solution provider should conduct rigorous trainings for the assembly's staff for a smooth transition and provide certification and training credits where applicable. A training plan should be submitted and the trainings should include but not limited to the following areas:

i   Administration/ management training (database, system, and infrastructure) - ICT personnel

ii   Technical training i.e. Performance enhancements, trouble shooting and fine tuning - ICT personnel

iii   Application training – All users

iv   Solution walk-through with technical staff and administrators of the system training

v   Workflow approvers/ originators training

vi   Management teams

Deliverables
- Inception Report giving a detailed understanding of the assignment.
- A detailed work plan with the resource requirements schedule.
- Proposed Hardware and Operating system requirements and specifications
- Utility Requirements (other components required for the system to function properly)
- Functional Requirements Design
- Installed and commissioned Enterprise Resource Planning System
- Training of administrators and end users
- Well functional and tested System source code
- System and User Manuals in hard and soft copy

- Fortnight status reports
- Risk management report
- Final project report
- Warranty of 1 year i.e. User and System support

Data Conversion and Migration
This will involve migration of data and synchronization from existing systems to the proposed system.

i)   The system should have an easy way of extracting, cleaning and synchronization from any current system data and any existing manual records to the proposed system.

ii)   Working with the end users to migrate data from current applications and manual records to the new setup/Web-based Integrated Automated System system

iii)   The system provider should co-ordinate with system administrators to ensure smooth data archival, backup and replication.

NB: Responsibility of ensuring data synchronization lies with the bidder.

Bidders are required to create and submit a detailed technical proposal and duration for Data migration and conversion requirements from the existing Web-based Integrated Automated System to the new system that contain all the necessary deliverables that the bidder will follow to ensure smooth phases migration.

Warranty
i)   The system should have a 3 years Warranty

ii)   An uptime of more than 99% has to be ensured for the system.

iii)   During warranty period besides, all software upgrade, bugs/ patches and services shall be provided free of cost.

iv)   Warranty period conditions;
   a.   The vendor should provide a status report every six months through email to The Assembly about the support related complaints lodged by different users
   b.   The vendor should provide helpdesk support services through telephone/email where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he/she should be able to track the action taken on his complaint through a support portal. The Project Manager should maintain the list of trouble tickets being opened and closed.
   c.   Any failure should be rectified within maximum period of 24 hours.
   d.   Any system module failing at least three times in three months, displaying chronic system design or quality control problem should be totally replaced by the provider at his cost and risk within 30 calendar days.
   e.   System preventive maintenance and fine-tuning the performance of the system besides regular service calls should be carried out every 36 months during the warranty period.
   f.   On completion of the Warranty period, The Assembly has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.

Hardware and Software Requirements

The system provider should indicate the minimum installation environment specification of hardware and operating system required for the system to function optimally which must be provided by the Assembly. The system should be an end-to-end solution and should be ready to install on the server that has the required operating system.

Licenses and Support services

The system supplier should offer the following;
i   An almost ready-to-use installation, the Assembly will allow for very few customizations.
ii   Personal support at the Assembly premises within 24 hours on demand
iii   Service Management services 24/7
iv   Description of the Licensing mode of the software
v   Maintenance (corrective) and upgrades to available new versions

The bidder is expected to propose a license structure which is most suitable to NCCA. The bidder should give a detailed description of the licensing regime for the Web-based Integrated Automated System.

System Management Annual Charges

Any charges such as annual maintenance, annual license fee and software support cost should be clearly stated. The privileges that will be experienced by subscribing to such annual charges should be clearly stated. E.g. Product Web-based Integrated Automated System at no other cost etc.

Estimated Implementation Schedule

Provide a detailed implementation schedule detailing the number of your staff required for timely project delivery, the number of NCCA staff required to facilitate timely project delivery, and services and material that is critical for the successful project implementation. Highlight the critical milestones that are expected during project implementation with the approach to be taken for a successful timely project implementation. However, bidders are encouraged to propose an agreeable duration as may be practically possible while meeting all the requirements of the Terms of Reference.
The project implementation duration does not include the warranty period, which will commence immediately after commissioning the system, for a period of three (3) years.

Post Stabilization

•   Bidder shall provide product support after going live, as part of this project by deputing technical and functional consultants at site for not less than one month after implementation

•   During the stabilization period the bidder would help The Assembly to correct any troubleshooting while doing transactions or generating reports. The bidder will correct the user manual and configuration manuals if required.

Any required configuration and/or customized during this phase would be done by bidder without any additional cost to The Assembly

Hardware Specifications

Bidders should provide advice to The Assembly in the scoping of hardware requirements to be provisioned for the Web-based Integrated Automated System.

Testing Plan

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

- **Unit Testing:** The vendor will carry out the unit testing in house to make sure each component and module of the system functions as designed.

- **Integration Testing:** After all modules of the system are developed, integration testing is carried out to make sure that all modules function and perform as expected when working in combination.

- **Load testing:** Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration.

- **Recovery Testing:** One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests will be carried out to see how well the system recovers from crashes and hardware failures.

- **Security Testing:** it is necessary to perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any type of attacks such as SQL injection attack, XSS attacks etc. This will be done by using threat detection and vulnerability scanner software.

The following high level UAT testing approach will be carried out by the client (The Assembly) prior to system acceptance and signoff:

- **Usability Testing:** The client will test the navigation between screens, user-friendliness and workflows of each of the screens. Against this, if deficiencies are identified the interface maybe redesigned during this testing phase based on feedback from the Client.

- **Functional Testing:** A complete end to end functional testing cycle will run. During the functional test, actual processes, and all key services provided by Registry system will be tested against the business requirement, (end to end) to see if the system meets the requirements as described in the in the RFP document and stores data and generate reports properly.

- **Acceptance Testing:** An end to end functional and quality of service (including security, performance and robustness) will be complete by The Assembly prior to any system sign off.

- **UAT Test Script**: The vendor will create the UAT test cases to cover a representative sample of cases and user scenarios. In each test case, write the manual test steps to be followed by the client's test team. The client will complete this set of tests in addition to their own developed test cases.

Technology Platforms

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

- The proposed components of the system (Names and versions)

- The application development environment.
- The databases proposed.
- Operating systems proposed.
- Client or end-user operating systems supported
- The system must be scalable to accommodate growth in the user base as well as transactions. Comment on how this can be realized.
- Please elaborate on the open-endedness of the system to allow integration with other systems especially the e-government system.

For each specification, bidders are requested to provide a clear and concise explanation or provide a cross-reference to where that explanation or supporting information can be found in other part of the technical proposal.

Service Level Agreement (SLA) Requirements.

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

No.	Detailed Requirements
1	The bidder MUST guarantee free support for the proposed system for at least three (3) year after commissioning.
2	The bidder should furnish a maintenance schedule for the system so supplied.
3	The bidder MUST test all the necessary interfaces and interconnection facilities which integrate the components of the proposed system.
4	The bidder MUST commit to providing ongoing technical support for the tuning and re-configuration as requested from time to time once an SLA is signed before the expiry of the warranty period.
5	The bidders shall propose a service level agreement that addresses the following: i Escalation matrix ii Contact persons iii Response time (2 hours) iv Proof of local presence v Online support from manufacturer vi Any other related SLA requirements

Support and Maintenance requirements

After completion of the project, continuing support and maintenance activities will be required from the Bidder for a period of time where the system will be on warranty and with continued support and maintenance. This would also include on-site support; hence the bidder must demonstrate availability of local support.
Bidders are required to provide a clause-by-clause response to the specifications in the given format. All bidders are expected to demonstrate and give detailed information on how their proposed system meets the requirements:

Responsibility of client
The client shall undertake the following:

- Provide office space and other necessary tools
- Introduce the successful bidder to the key parties
- Provide relevant documents that may be required
- Payment of dues as per the contract

Supervisory arrangements
The consultant shall report to the Client's Implementation Team headed by the Managing Director.

Insurance
The Consultant will be responsible for taking out any appropriate insurance coverage.

Assignment
The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

Staff to Implement the Project
The consultant shall provide names of staff implementing the project and their competence and areas they will be handling.

DETAILED REQUIREMENTS:

#	FUNCTION	EXPECTED MINIMUM REQUIREMENTS	EXPECTED DELIVERABLES
1	Assembly wide integration	• The proposed solution should ensure that the Assembly processes are integrated end to end across departments and business units	-
2	Real-time (or near real-time) operations	• The proposed solution should support execution of data in a short time period, providing near-instantaneous output with ease.	-
3	Common Database	• The proposed solution should use a common proprietary RDBMS to enable data to be defined once for the enterprise with every department using the same definition	-
4	Data Analysis	• The solution should enable Users to gather a wide variety of information and spin it into actionable insights—on new opportunities as well as ways to optimize current operations, reduce costs, spot fraud and better serve Members	-
5	Reporting	• Reporting modules should compile information about Assembly's operations into reports that empower users to make more informed decisions, enhance Assembly processes and identify problem areas before the Assembly suffers. Reports may include visual representations, such as charts, graphs and dashboards, revealing trends and patterns to improve Assembly performance	• Custom reports
6	User Management	• The proposed system should have the capability of defining and managing users,	-

#	FUNCTION	EXPECTED MINIMUM REQUIREMENTS	EXPECTED DELIVERABLES
		roles, and their access levels. The module should have a high-level view of a system's active user sessions, their login statuses, the privileges of each user, and their activity in the system. • Integration with Active directory structure	
7	Work Plan	• Provider should provide a detailed implementation schedule detailing the resources, milestones that are expected during project implementation with the approach to be taken for a successful timely project implementation.	• Work Breakdown Structure (WBS) • Pert • Gantt Chart
8	Testing	• The Vendor should describe in detail in their proposal the testing environment and methodology to be used prior to handing over the system for client user acceptance testing (UAT)	• Unit or Component Tests • Integration tests • System Tests • Acceptance Tests
9	Scalability	• Proposed solution adopt to increase in capacity and functionalities based on users' demand. It should remain stable while adapting to changes, upgrades, overhauls, and resource reduction. • Further the solution should accommodate automation of additional departments/ modules with minimal interruption of the existing modules.	• Robust scalable solution
10	Portability	• The proposed system should be easily transferrable from one computer environment to another i.e. the solution should be able to run on Ms. Windows, Linux, macOS, Android, iOS, etc.	• Solution that can run on Ms. Windows, Linux, macOS, Android, iOS, etc.
11	Proof of Concept	• The bidder should demonstrate proof of concept to the Assembly users on the solution.	• Proof of concept report from user department
12	Licenses and Support services	• The solution provider will provide all the licenses (open and perpetual) required to implement the proposed solution. Note: The licenses will not be tied to per user license.	• Open and perpetual licenses for the solution
13	Warranty	• The system should have a 3 years Warranty • An uptime of more than 99.9% has to be ensured for the system. • During warranty period all software upgrade, bugs/ patches and services shall be provided free of cost. • Warranty period conditions; • The vendor should provide a status report every six months through email to The	• Service Level Agreement (SLA) • Warranty

#	FUNCTION	EXPECTED MINIMUM REQUIREMENTS	EXPECTED DELIVERABLES
		Assembly about the support related complaints lodged by different users • The vendor should provide helpdesk support services through telephone/email where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he/she should be able to track the action taken on his complaint through a support portal. The Project Manager should maintain the list of trouble tickets being opened and closed. • Any failure should be rectified within maximum period of 2 hours. • Any system module failing at least three times in three months, displaying chronic system design or quality control problem should be totally replaced by the provider at his cost and risk within 30 days. • System preventive maintenance and fine-tuning the performance of the system besides regular service calls should be carried out every 6 months during the warranty period. • On completion of the Warranty period, The Assembly has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.	
14	Data Conversion and Migration	• Migration of data and synchronization from existing systems to the proposed system. • The system should have an easy way of extracting, cleaning and synchronization from any current system data and any existing manual records to the proposed system. • NB: Responsibility of ensuring data synchronization lies with the bidder	• Bidders are required to create and submit a detailed technical proposal and duration for Data migration and conversion requirements that contain all the necessary deliverables that the bidder will follow to ensure smooth migration
15	Backup restore capabilities and Data Archiving	• The solution should provide tools for backup and restore facilities. • The system should allow archiving of old, unused data to improve system performance. • The system should allow the users to access archived data from different queue and also provide the capability to search report and export the data.	•
16	Documentation	• The solution should have all the documentation required for its operations	• Requirements document

#	FUNCTION	EXPECTED MINIMUM REQUIREMENTS	EXPECTED DELIVERABLES
		and maintenance. These incudes but not limited to the following: - o Requirements document o Design document/technical manuals o Operational manual/Users' guide o Guidelines for using the solution o Administration manuals	• Design document/technical manuals • Operational manual/Users' guide • Guidelines for using the solution • Administration manuals
17	Security	• Single Sign On using active Directory Authentication • Login, password and user settings are limited to administrator role • Different confidentiality settings for groups and individuals • Different levels of confidentiality for different groups • Authentication of users against Active Directory • Secure Socket Layer (SSL) support • Database level security • Encryption • Two factor authentication	•
18	Training	• All the users of the system should be trained to be able to use the system depending on their levels of authorization. A training plan should be submitted and the trainings should	• Training plan • Certifications • Exam Credits

5.3.1.3.2.   Finance Module

The objective of this function is to provide an effective, efficient and user –friendly method of performing finance operations at NCCA in order to meet statutory disclosure, accountability and internal management objectives in line with international best practices.

The system to be integrated with the bank(s) systems such that the members/client's records update automatically when a payment/deposit is made to the bank.

The financial function will have the following features:

Production of financial statements
The system should be able to produce and maintain the following statements as per the set guidelines from time to time from the National Treasury;
• Statement of Financial performance
• Statement of financial position
• Statement of comparison between budget and the actual amounts
• Statement of Cash flow and the
• Statement of changes in Net changes
This has to accommodate the day to day management reports including the Quarterly reports.

Functional Requirements
GENERAL OVERVIEW:

DEPARTMENT:	Finance & Planning Department
DIRECTORATE:	Financial Services
OVERVIEW OF DEPARTMENT MANDATE:	Finance Planning And Administration Of Car Loan, Mortgage Scheme Fund And Gratuity To Members
DEPARTMENTAL OBJECTIVES (ALIGN WITH ASSEMBLY STRATEGIC OBJECTIVES):	• To enhance transparency and accountability in financial planning • To provide appropriate and adequate office infrastructure and facilities
NUMBER OF USERS:	8

FINANCE DEPARTMENT DETAILED USER REQUIREMENTS:

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS (The software should be able to achieve these)	EXPECTED REPORTS
1	Budget Preparation	-Involves submission of annual expenditure projections from all departments in a prescribed format -Consolidation of departmental expenditure projections. -Preparation of annual budget estimates in the itemized format	• All departments	• Automatic allocation of annual budget amounts into monthly allocations • Allow projections and historical analysis of data over a period • Features for automatic development of budget based on combinations of historical trends from base budgets or on user projected amounts • Generate budget reports on consolidated basis, by division, department or programs • Automatically record notes electronically against budget estimates • Allows for on-line input of budget estimates as well as summary reporting on estimates during the preparation and review process.	• Departmental budget expenditure submission(s) report(s) • The annual standard budget reports • Monthly budget allocations reports

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS (The software should be able to achieve these)	EXPECTED REPORTS
2	Budget Monitoring	-Entails commitment of budgeted expenditures in the budget vote book. -Tracking performance of individual expenditure vote lines in the vote book -Making comparison between the recorded manual vote book expenditures and IFMIS registered expenditures. -Tracking each committee's allocated budget consumption.	• Finance • Accounts • Procurement	• Digitization of manual vote book commitment of expenditures. • Ability to maintain a revision history to the approved budget • To support user definable report of budget variance • Flexibility in projecting actual year-end balance • Ability to produce standard budget reports • Able to generate summary report on all types of expenditures and financing sources. • Secured access to the budgetary commitment actions • Multi-access to the vote book commitments • Real time identification of commitment of expenditures from different commitment points. • Real time comparison/reconciliation of IFMIS and vote book budget performance.	• Monthly/quarterly expenditure reports • Vote book commitments report • Budget absorption report • IFMIS/vote book reconciliation report
3	Financial Workplan preparation	-Involves identifying specific expenditures from the generated internet banking report. -Alignment of specific identified expenditures with the budget allocated.	• Finance • Accounts • Procurement	• Ability to interlink internet banking expenditures with the budget financial workplans • Automatic generation of monthly financial workplans from the uploaded expenditures • Automatic update of exchequer receipts in relation to the annual budget.	• Monthly financial workplan report • Exchequer receipts ledger report

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS (The software should be able to achieve these)	EXPECTED REPORTS
		-correlating exchequers receipts against the approved budget estimates		• Ability to define specific expenditures from the uploaded expenditures.	
4	Administration of Car Loan & Mortgage	-Involves appraising members by determining disposable income for commitment on loan. -filling loan application form. -processing and payment of applied and approved amounts. -Preparation of financial statements i.e. statement of financial position, income statement, statement of cashflow on the financial performance of the fund.	• Finance • Human resource • Human Resource	• Adopt the human resource car loan and mortgage appraisal manual • Automatically generate individual member's available income for commitment from the human resource data • Update individual member repayments ledger account • Automatically produce car loan and mortgage scheme fund income statement for a given period • Automatically generate statement of cashflow position at a specific date • To support automatic and instant update of general ledger, trial balance, income statement and statement of financial position after every transaction	• Individual disposable income appraisal report • Individual monthly repayments report • Monthly interest earned report
5	Administration of Gratuity	• Involves computing monthly gratuity remittable to the fund administrator in favor of	• Finance • Human Resource • Accounts	• Instantaneous access to the human resource payroll report • Automatic computation of monthly gratuity for beneficiaries • Ability to create individual gratuity	• Members Monthly gratuity report • Individual cumulated gratuity on monthly, quarterly or annual basis.

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS (The software should be able to achieve these)	EXPECTED REPORTS
		MCAs & ward staff. • Creating individual members accounts for the monthly gratuity earned. • Remission of gratuity payments to LAP Fund.		ledger account for members • Automatically update individual gratuity account on monthly basis • Update and generate gratuity remittance report on quarterly basis (remittances to the fund administrator).	

5.3.1.3.3. Accounts Module

The objective of this function is to provide an effective, efficient and user – friendly method of performing accounting operations at NCCA in order to meet statutory disclosure, accountability and internal management objectives in line with international best practices.

The system to be integrated with the bank(s) systems such that the members/client's records update automatically when a payment/deposit is made to the bank.

Functional Requirements
GENERAL OVERVIEW:

DEPARTMENT:	Accounts
DIRECTORATE:	Financial Services
OVERVIEW OF DEPARTMENT MANDATE:	It should support the finance functions that include General Ledger (GL), Vote Book and Budgetary Control, Cash and Bank Management, Income Generating Activities (IGA), Journal Entries, Staff & Members Refunds, Bank Reconciliation, Revenue Recognition, Imprest Management, Audit Trail Management among others. This module should be integrated with other modules relating to the operations of the Assembly, the output of each module should be easily input in the IFMIS.
DEPARTMENTAL OBJECTIVES (ALIGN WITH ASSEMBLY STRATEGIC OBJECTIVES):	Seamless flow of processes Reduced paper work saving on printing costs Easy storage & access of documents Reducing processing time Enhanced accountability Improved communication
NUMBER OF USERS:	

ACCOUNTS DEPARTMENT DETAILED USER REQUIREMENTS:

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS
1	General Ledger	All modules must be fully integrated with the general ledger to enhance reliability of data processing.	• Accounts	• Condensed Trial Balance • GL report • Expanded Trial Balance	The system should be able to generate a GL report. supported by the GL include the following: • The system should be able to produce the following Financial Statements that must comply with the Kenya National Audit Office (KENAO) Format ○ Statement of Comprehensive Income with comparative figures ○ Statement of Financial Position with comparative figures ○ Statement of cash flows with comparative figures ○ Statement of changes in equity with comparative figures ○ Notes to the Financial statements with comparative figures N/B you must illustrate to

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS
					support features in (d) above and they should be able to input in the IFMIS.
2	Income Generating Activities (IGA)	The Assembly operates income-generating units like tender fees	• Procurement	• Ability to capture products and services • Classification of products as per the IGA • Creating of price list • Ability to use credit and debit memos • Ability to generate cash sale receipts. • Ability to generate an invoice for a customer • Ability to integrate with ETR machine.	• Income & Expenditure for IGA
3	Fixed Assets	This module must maintain records of all fixed assets and compute depreciation costs. The module must also allow for posting of asset values, depreciation and disposal.	• Finance • Procurement	• Unique asset identification • Comprehensive facilities to deal with all aspects of depreciation • Sale and purchase of assets fully integrated with the rest of the accounting system. • Fully integrated with general ledger accounts receivable, and accounts payable modules. • Records person and department responsible for the asset • Asset classification • Bar coding. • Valuation reports • Asset listings & transactions • Assets Disposals. • Warranty expiry date. • Insurance/Tax rate • Fully depreciated asset listing	• Fixed Assets Register/report • Fixed Asset history report • Fixed assets Depreciation report • Fixed Assets acquisition and Transfers report. • Valuation reports • Asset listings • Assets Disposals. • Warranty expiry date

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS
				• The system should also have a provision for transfer of assets. • Asset coding; • Depreciation / revaluation; • Location tracking; • Service schedules; • Maintenance details (incidents and costs); • Disposal records; • Handling of intangible assets, e.g. computer software. • Unlimited asset categories	
4	Accounts Payable	The system must provide for a full cycle of vendor transactions from the Purchase Requisition Note (PRN), Local Purchase Order (LPO) to cheque disbursements.	• Procurement	• Ability to integrate fully with Procurement • Ability to capture supplier invoice • Ability to allocate a supplier invoice to a cost centre. • Ability to define default payment terms • Ability to control payments as per the stipulated terms. • Ability to hold disputed supplier invoice and payment. • Ability to generate Payment Vouchers • Ability to automatically assign voucher numbers. • Ability to allocate payments to suppliers' invoice. • Ability to pay suppler invoice in part • Ability for multiple invoices from a single vendor to be paid on one cheque with supporting detail on cheque stub or remittance advice. • Ability to void a payment voucher.	• Accounts payable balances as at a given date • Creditors ageing summary & detail reports. • List of capital creditors. • List of recurrent creditors. • Supplier Ledger. • Supplier contact list. • Payment voucher listings and the status • Payments on hold report • Cheque payment register • List of voided cheques • List of voided vouchers • Uncollected cheques list • Daily Cheque disbursement report.

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS
				• Ability to void and stop payment of cheques. • On–line drill down analysis: Full drill down from the invoice to the payments and vice–versa information. • Payment controls: Vouchers can be paid based upon due date, priority, category, payment type, group vendor or any combination. • Both vendors and payment vouchers can be put on hold to prevent processing of requisitions, orders, invoices and payments. • Recovery and accumulation of Retention for settlement. • Recovery and accumulation of Withholding Tax for settlement • Ability to print cheques. • Notification of suppliers when cheques are due for collection. • Ability to keep cheque disbursement register. Indicate date when cheque is collected, person collecting and his ID number & telephone number etc.	
5	Imprest Management	The system is expected to control and manage the issuance of imprests to staff andthe members, the accounting of	• All Departmen ts	• Allow all approved memo to be approved online • Allow for staff to apply for imprests online • Generate imprests forms (F.O.24) and automatically number them serially	• Age analysis of unaccounted imprests/ Imprest debtors • Imprest recovery reports • Automatically generate payroll recoveries

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS
		imprests and the recovery of unaccounted for imprests from salaries of involved staff. Each staff should be able to access their imprest accounts virtually, apply for their imprests and even surrender their imprests in the form of a scanned documents. The scanners should be of high speed and distributed in every office		• Allow for batch input/generation/processing of imprest • Specify the envisaged accounting date • Automatic alerts for overdue unaccounted for imprests • Linked to the Payroll module for recovery of unaccounted for imprests • Embedded controls to stop issuance of further imprests to staff with an existing unaccounted imprests. • Online approvals and clearly marked workflows • All imprests issued should be exported in the form of and excel sheet for subsequent input into the IFMIS • Support for online surrender • End user tracking of imprest	• Auto-Generate underspent receipts analysis • Imprest ledger by staff

6	Cash Office Module	The cash office operates as a central point for cash flows and is thus an agent for all sections	• Accounts	• Support for unlimited number of bank accounts
				• On line drilldown account analysis from various Banks/ Bank Statements all the way to the source transaction in the general-ledger and to migrate information to the Spread Sheets.
				• Create alarm features for a pre-determined amount payable at a time in each bank account
				• Support cheque printing for both special and ordinary cheque and posting direct to the general ledger.
					• Cash Book
					• Petty cash Report
					• Cash flow movement report on daily, monthly, YTD, Annual basis.
					• Cash reconciliation report
					• Receipts and Payments analysis indicating
					  o Transaction type
					  o Date
					  o Number
					  o Payee
					  o Description

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS
				• Record transfers between bank accounts • Allow for automatic reversal of erroneous entry • Returned (bounced) customer cheques • Disbursement of Petty Cash to various departments. Give a brief description of how the system handles beginning year float. • All Invoices should be exported in the form of and excel sheet for subsequent input into the IFMIS with all the necessary workflow approvals	o Clearance status o GL o Dr (Receipt) o Cr (Payment) o Cumulative Balance
7	Bank Reconciliation	Bank Reconciliation	• Accounts	• The System must support bank reconciliations across multiple banks • Full bank and Cash reconciliations including deposits, disbursements and adjustments. • Flexibility to import transactions from various banks systems. • Post bank charges, interest charged and interest earned	• Bank reconciliation Summary. • Bank Reconciliation by de

5.3.1.3.4.   **Supply Chain Management**

GENERAL OVERVIEW:

DEPARTMENT:	PROCUREMENT
DIRECTORATE:	FINANCIAL SERVICES
OVERVIEW OF DEPARTMENT MANDATE:	• Procurement Management • Contract Management • Asset And Inventory Management • Asset Disposal Management • Procurement Records Management

DEPARTMENTAL OBJECTIVES (ALIGN WITH ASSEMBLY STRATEGIC OBJECTIVES):	• To Maximize Economy And Efficiency • To Promote Competition And Ensure That Competitors Are Treated Fairly • To Increase Transparency And Accountability In Procurement Processes • To Increase Integrity And Fairness In Procurement Processes • To Increase Public Confidence In Procurement Processes • To Promote Value For Money
NUMBER OF USERS:	Eleven (11)

PROCUREMENT DEPARTMENT DETAILED USER REQUIREMENTS:

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS
1	Procurement Management	• Procurement planning • Procurement requisition • Requisition approval • Issuance of tender documents • Opening of bid documents • Evaluation of bid documents • Professional opinion • Awarding of tenders • Raising of contracts/LPOS /LSO	• Procurement • User departments • Office of the clerk • Finance department • Accounts department	• Ability to allow online requisition and approval of items to procure • Procurement master planning • Ability to link requisition to procurement plan and work plan. • Permit the requestor to view the status of requisition • Automate the entire process of RFQS'/RFPS', quotation analysis and award process based on various thresholds. • Set timelines and reminders to various actors involved in the procurement process. • Capture details of service orders such as the supplier details, amount, input vat, nature of goods/services, date and unit of issue. • Link a purchase order to a requisition. • Generate automatic purchase orders with a unique order number for each order placed.	• Consolidated procurement plan • Tender opening report • Tender evaluation report • Contract document/LPO /LSO

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS
				• Print disclaimers on the purchase orders with respect to price variations from original quotations. • Allow online approval of purchase orders. • Provide the approver of a purchase order with access to budget information. • Online quotation and/ or tender application and submission • Opening and evaluation of quotations and/or tenders • Professional opinion • Generate lpo and alert supplier • Ability to automatically alert purchase order approver of orders waiting for approval/delivery. • Facility to set and maintain authorization levels (workflow) of local • Purchase orders with different approval hierarchies. • Maintain a record of rejected purchase orders. • Receive goods, sign and upload the delivery note	
2	Contract Management	• Contract administration	• Procurement • All user departments	• Ability to reference procurement module, which indicates those, requested services for which contracts require to be drawn and attachment of relevant documents (tender /procurement committee minutes, requisition etc.)	• Contract documents • Notifications of contract expiry • Contract status

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS

				• Ability of the contract officer to draft contract online and forward for necessary approvals.
				• Ability to assign staff a specific contract and escalate in case more technical engagement is required.
				• Ability to generate reports/ notifications based on the following criteria:
				  ○ Those due to expire within a given period
				  ○ Those assigned to a specific staff
				  ○ New contracts signed within a specified period.
				• Ability to integrate with vendor accounts in finance for payment purposes.
				• Contract monitoring implementation/progress /status
				• Alerts as per service charter	

3	Stores Management	• Receiving of goods • Inspection and acceptance of goods • Recording items received into stores counter receipt voucher • Users requesting items using stores counter	• Procurement • All user departments • Accounts department	• Full automation of stores processes receipt, issuance and stocktaking • Process • Online requisition and approval of store items • Stock discrepancy /damage management • Full document production (receipt notes, issue notes, return to stores note, stocktaking sheets) • Assign unique stores codes to each stock item	• Goods received note • Inspection and acceptance certificate • Stores counter receipt voucher • Stores counter issuance voucher • Bin cards • Notification of re-order levels • Quarterly stock take reports

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS

		issuance voucher
		• Issuance of stores items
		• Recording items issued into bin cards
		• Reconciliation of stores records
		• Establishing stock re-order levels
		• Quarterly and annual stock take
				• Barcode identification functionality
				• Notification alerts on;
				  o Stock levels (min, max, reorder)
				  o To requisitioner upon delivery
				  o On pending deliveries/ requisitions
				• Provide stock movement analysis
				• Ability to attach other documents not generated by the system
					• Annual stock take reports

4	Fixed Assets Management	• Recording of assets purchased • Generation of asset register • Asset tagging • Tracking of asset location • Depreciation of assets • Reporting asset conditions • Disposal of assets	• Procurement • Administration department • Accounts department • All user departments	• Allow for inputting of asset purchase details • Generate asset register • Tracking of asset locations and employees assigned the assets • Grouping of assets of same family • Generate asset movement register • Allow for tagging/barcoding of assets • Allow for depreciation of assets • Allow for reporting of asset conditions by the users • Allow for retirement of assets through disposal processes	• Asset register • Asset movement register • Asset disposal reports
5	Supplier Management	• Supplier application for registration • Submission of registration documents by suppliers • Evaluation of supplier	• Procurement • External suppliers	• Allow suppliers to make applications for registration online • Allow evaluation of suppliers applications • Notify the suppliers the results of the evaluation through letters	• Supplier registration evaluation report • List of registered suppliers

#	FUNCTION	DETAILED DESCRIPTION	SHARED/ INTEGRATED DEPARTMENT	EXPECTED MINIMUM REQUIREMENTS	EXPECTED REPORTS
		registration documents		• Keep a list of all the registered suppliers	
6	File tracking	• Opening of files • Allocation of files to officers	• Office of the clerk • Procurement • Accounts • Finance • All user departments	• Enable users and the management to view the status of the procurement requisitions • Allow for allocation of files to procurement officers • Keep file movement register	• File status reports
7	Records Management	• Archiving and keeping of procurement records	• Procurement • Accounts	• Allow for archiving procurement records for at least a period of six years	• Procurement records

SECTION VI -   **SUBMISSION OF PROPOSALS**

Notes on the preparation of the Technical Proposals

    i.   In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

    ii.   The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

    iii.   The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

APPENDIX I: FORMS

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To:_____[*Name and address of Client)]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____[*Title of consulting services*] in accordance with your
Request for Proposal dated _____[*Date*] and our Proposal. We are
hereby submitting our Proposal, which includes this Technical Proposal, [and a
Financial Proposal sealed under a separate envelope-*where applicable*].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____[*Authorized Signature*]:

_____[*Name and Title of Signatory*]
:
_____[*Name of Firm*]
:
_____[*Address:*]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Ten Years that
Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date Approx. Value of Services (Kshs) (Month/Year):	
Name of Associated Consultants. If any: No of Months of Professional Staff provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

<u>On the Terms of Reference:</u>

1.

2.

3.

4.

5.

<u>On the data, services and facilities to be provided by the Client:</u>

1.

2.

3.

4.

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ **Nationality:** _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and

my experience.

_____ Date: _____
[Signature of staff member] _____*Date;*

[Signature of authorised representative of the firm]

 Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Days (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Days

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Completion and Submission of Reports

Reports	Date
1. Inception Report	

4. Interim Progress Report
    (a) First Status Report
    (b) Second Status Report	

3. Draft Report	
4. Final Report	

SECTION VII: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION VII: - FINANCIAL PROPOSAL

SECTION VIII   -   FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

SECTION VIII   -   FINANCIAL PROPOSAL STANDARD FORMS

1. FINANCIAL SUBMISSION FORM PROPOSAL

_____[Date]

To: _____

_____

_____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

(_____) *[Title of consulting services]* in accordance with your Request for

Proposal dated (_____) *[Date]* and our Proposal. Our attached

Financial Proposal is for the sum of

(_____) *[Amount in*

words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____*[Authorized Signature]*

_____ *[Name and Title of Signatory]*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COST

Based on the information contained in the technical specifications, the prospective bidders should provide a breakdown of costs.

PRICE SCHEDULE

Name of Tenderer:

S/NO	Description of Items	Quantity	Units Cost	Total Cost (Kshs)
1	**Supply, Development, Testing, Training, Commissioning and Maintenance of an Integrated Enterprise Resource Planning (System) of all the modules specifying cost of each module**	3 modules as itemized in the various processes (Financial Management, Accounting Management & Supply Chain Management Module)		
2	**User Licences**			
3	**Training, Skills Transfer** and setup of a knowledge centre			
	GRAND TOTAL Inclusive of VAT in Kshs			

Tenderer's Name ………………………………..

Tender's Signature………………………………….Official Stamp………………………..……

Date…………………………

SECTION IX -   STANDARD FORMS

Notes on the standard Forms

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

2.   **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.

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

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

5.   **Tender Security Form**   -   When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

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

Form of Tender

To: Date

        Clerk,
        Nairobi City County Assembly
        P.O Box 45844 – 00100,
        Nairobi

                                              _____
                                              Tender No.
                                              Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) …….. the receipt of which is hereby duly acknowledged, we the undersigned, offer to *for Supply, Development, Testing, Training, Commissioning and Maintenance of a Web-based Integrated Automated*
2. *System* under this tender in conformity with the said Tender
Document for thes um of
………………………………………………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………
………………………….Kshs. …………………………..[**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.

3.   We undertake, if our Tender is accepted, to *Supply, Development, Testing, Training, Commissioning and Maintenance of a Web-based Integrated Automated System* in accordance with the conditions of the tender.

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 the signing of the contract by both parties.

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

Dated this _____day of _____ 2020

_____   _____
[Signature]   [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Part 1 General
Business Name ....
Location of Business Premises ....
Plot No, ... Street/Road ....
Postal address .... Tel No. .... Fax Email ....
....
Nature of Business ....
Registration Certificate No. ....
Maximum value of business which you can handle at any one time – Kshs. ....
Name of your bankers ....
....
Branch ....

Part 2 (a) – Sole Proprietor

Your name in full……………………….Age……………………………………………
Nationality…………………………Country of Origin……………………………..
Citizenship details
…………………………………………………………..

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
………………………………………………………………………………			
………………………………………………………………………………			
………………………………………………………………………………			
………………………………………………………………………………			

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
………………………………………………………………………………			
………………………………………………………………………………			
………………………………………………………………………………			
………………………………………………………………………………			

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

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the **Supply, Development, Testing, Training, Commissioning and Maintenance of a Web-based Integrated Automated System** (hereinafter called <the tender?

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of [*state the amount*] 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 procuring entity on the Form; or

2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

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 stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by the Company)

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 services*] (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 a 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:

THERFEFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ……………………………
[*amount of the guarantee in words and figures*], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of
……………………………………………… [*Amount of guarantee*] as aforesaid, without your 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 _____

Signature and seal of the Guarantors

    _____
    [Name of bank of financial assembly]

    _____
    [Address]

    _____
    [Date]

(Amend accordingly if provided by I Company)

CONTRACT FORM

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

…………………….. [*name of tenderer]* of ………….. [*city and country of tenderer]* (hereinafter called "the tenderer") of the other part;

WHEREAS the NAIROBI CITY COUNTY ASSEMBLY 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 NCCA's Notification of Award

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

4.   The NAIROBI CITY COUNTY ASSEMBLY 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 NCCA)

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

presence of _____

(Amend accordingly if provided by the Company)

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

ANTI CORRUPTION DECLARATION/ COMMITMENT/ PLEDGE FORM

I/We...of Post Office Box.....................................declare that I/We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse. I/We................................ Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with tender No.. for or in the subsequent performance of the contract if I/We am/are successful.

Signed by...C.E.O.or Authorized Representative.

Name...

Designation...

Signature..

Date...

LITIGATION HISTORY

The service provider should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT (CURRENT VALUE, KSHS. EQUIVALENT

Signed by..C.E.O. or Authorized Representative.

Name..

Designation...

Signature..

Date...

FORM RB 1

<div align="center">

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO…………….OF………..….20……...
BETWEEN
……………………………………………APPLICANT
AND
………………………………RESPONDENT *(Procuring Entity)*

</div>

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…

<div align="center">

REQUEST FOR REVIEW

</div>

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