



**INSURANCE REGULATORY AUTHORITY**

**TENDER NO. IRA/246/2016-2017**

**PROVISION OF SUPPORT AND MAINTENANCE OF  
MICROSOFT DYNAMICS (NAVISION)**

**10<sup>TH</sup> FLOOR, ZEP-RE PLACE, LONGONOT ROAD, UPPERHILL  
P.O BOX 43505-00100 NAIROBI, KENYA**

**E-mail: [procurement@ira.go.ke](mailto:procurement@ira.go.ke)**

**Web site <http://www.ira.go.ke>**

**MAY, 2017**

**TABLE OF CONTENTS**

SECTION I INVITATION TO TENDER..... 3

SECTION II INSTRUCTIONS TO TENDERERS ..... 5

SECTION III GENERAL CONDITIONS OF CONTRACT.....20

SECTION IV SPECIAL CONDITIONS OF CONTRACT.....26

SECTION V – DESCRIPTION OF SERVICES .....27

SECTION V – DESCRIPTION OF SERVICES .....28

SECTION VI - STANDARD FORMS .....36

## SECTION I INVITATION TO TENDER

10<sup>th</sup> May, 2017

Dear Sirs,

### **TENDER No. IRA/246/2015-2016: PROVISION OF SUPPORT AND MAINTAINANCE OF MICROSOFT DYNAMICS (NAVISION)**

---

- 1.1 The Insurance Regulatory Authority (IRA) invites sealed bids from eligible prequalified candidates for **Provision of Support and Maintenance of Microsoft Dynamics (Navision)**.
- 1.2 Completed tender documents are to be enclosed in plain sealed envelopes marked "**IRA/246/2015-2016 – Provision of Support and Maintenance of Microsoft Dynamics (Navision)**" and be deposited in the Tender Box situated at Insurance Regulatory Authority, Zep Re Place, 10<sup>th</sup> Floor, Longonot Road, Upperhill, Nairobi or be addressed to:

Chief Executive Officer (CEO)  
Insurance Regulatory Authority  
P.O. Box 43505 – 00100  
**NAIROBI.**
- so as to be received on or before **Thursday, 25<sup>th</sup> May, 2017 at 11:00 a.m.** Bulky tenders which will not fit in the tender box shall be delivered and received in the office of the Manager Procurement situated on 10<sup>th</sup> Floor.
- 1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings or any other freely convertible currency and shall remain valid for (90) days from the closing date of the tender.
- 1.4 There will be a **mandatory pre-tender** meeting to be held on **Friday, 19<sup>th</sup> May, 2017 at 10:00 a.m. on 10<sup>th</sup> Floor, Small Training Room, Zep-Re Place, Longonot Road, Upperhill, Nairobi.**
- 1.5 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend on **10<sup>th</sup> Floor, Small Training Room, Zep-Re Place, Longonot Road, Upperhill, Nairobi.**
- 1.6 IRA is a Corruption free organization. Any corruption attempt, pressure, or influence should be reported to the C.E.O. on the address provided in clause 1.2.
- 1.7 Upon receipt, please inform us:

- (a) that you have received the letter of invitation;
- (b) Whether or not you will submit a proposal for the assignment.

**FELIX CHELIMO**  
**MANAGER PROCUREMENT**  
**FOR: CHIEF EXECUTIVE OFFICER**

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form

- ix) Confidential Business Questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or Manufacturers Authorization form
- xiii) Declaration form

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

## **2.5 Amendment of documents**

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

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

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

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring

entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

## **2.11 Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 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 its tender is accepted.

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

## **2.12 Tender Security**

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

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

2.12.6 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.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or



(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30 **or** (ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between the two, 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 unamended 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 original and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE Thursday, 25<sup>th</sup> May, 2017 at 11:00 a.m.”**

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

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

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Thursday, 25<sup>th</sup> May, 2017 at 11:00 a.m.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## **2.17 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 tender’s is received by the procuring entity prior to the deadline prescribed for the 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 cable, 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday, 25<sup>th</sup> May, 2017 at 11:00 a.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

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

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by

multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 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 a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) **Operational Plan.**

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

**(b) Deviation in payment schedule.**

Tenderers shall state their tender price for the payment on a 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.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

- (e) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (f) Legal capacity to enter into a contract for procurement
- (g) 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
- (h) Shall not be debarred from participating in public procurement.

**2.23. Contacting the procuring entity**

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

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

**2.24 Award of Contract**

**a) Post qualification**

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

2.24.2 The determination will take into account the tenderer's 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 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b) **Award Criteria**

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

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

**2.25 Notification of award**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

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

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

## **2.28 Corrupt or Fraudulent Practices**

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

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

2.28.3 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 for procurement of services 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:-

2.1.1. The contract will be for a period of two years renewable annually at the sole discretion of IRA upon satisfactory performance.

### 2.11 Qualification of tenderers.

#### **Your tender should be submitted with the following information:-**

##### **A) Mandatory Documents:**

- i) Authorization Certificate or letter from Microsoft to deal with the product.
- ii) Copy of Certificate of Registration/Incorporation
- iii) Valid Tax Compliance certificate from Kenya Revenue Authority (the certificate should be current)
- iv) Valid Single Business Permit from a County Government
- v) Confidential Business Questionnaire Form (MUST be duly filled and signed by authorized signatory).
- vi) All pages of the tender document should be serial numbered
- vii) Attach copies of Identification documents (IDs or Valid Passports) of the owners/Directors of the firms or certified copy of CR 12 issued by the Registrar of Companies.

##### **B) Essential Requirements:**

The bidders should demonstrate experience in the Provision of support and maintenance services for Microsoft Navision.

- i) **Bidder Experience:** Attach names, addresses and contact details of at least 5 corporate clients and provide proof of contracts entered in the form of LPO/LSOs, Signed contracts, Letter of awards (Use standard form provided on section VI (9)).
- ii) **Customer Experience:** Provide letters of reference/recommendation from clients served indicated in (i) above
- iii) **Human Resource Capacity:** Qualifications and experience of key management and technical personnel proposed for the assignment. Provide CV's and certified copies of certificates and testimonials using the format attached Use standard form provided on section VI (8).



- NB:** The proposed staff shall be the ones to execute the assignment. Any substitution should be staff with equivalent or higher skills and approved the IRA.
- iv) **Financial Capability:** Demonstrate financial capacity to handle the project. Provide latest 3 years audited financial statements.
- v) **Litigation history:** Provide details of cases you have been involved in the last 5 years. Declare the cases in the using the standard form provided on section VI (11).

**2.15** Bidders are required to submit technical and financial proposals in separate envelopes. The original and one Copy of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL,”** and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and 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 other information indicated in the Invitation to Tender and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**

**2.22 Evaluation Criteria**

The Criteria for the evaluation of Technical and Financial bids will be on **Quality Cost Based Selection (QCBS)** as follows:

**A) Technical Evaluation**

This will be based on the technical bid submitted in accordance to the forms provided and the following criteria shall be used:-

**Total Technical Score : 100 Marks**

**Weightage:** The minimum qualifying mark for technical is 80%. The Bids that score 80% or above in the Technical Evaluation stage will proceed to evaluation of their financial bids. Bids that score less than 80% shall be treated as non-responsive and will be disqualified from further evaluation.

The evaluation will be applied as follows : -

<b>CATEGORY&amp;CRITERIA</b>	<b>MAXIMUM SCORE</b>
(a) Compliance with the Technical specifications.	15 Marks
(b) Firm experience in Provision of Microsoft Navision Support Services, <b>(Must show proof by provision of copies of LPOs/LSOs &amp; Contracts of similar assignment).</b> i) 1 Client – 3 marks ii) 2Clients – 6marks iii) 3 Clients – 9marks iv) 4 Clients – 12marks v) 5 Clients and above - 15 Marks	15 Marks

<p>(c) References letters/recommendation letters on customers experience in the provision of Microsoft Navision support services, where a similar assignment has been offered (attach copy)</p> <p>i) 1 Client – 3 marks  ii) 2 Clients – 6 marks  iii) 3 Clients – 9 marks  iv) 4 Clients– 12 marks  v) 5 Clients and above - 15 marks</p>	15Marks
<p>(d) Qualification and Experience of proposed staff:</p> <p><b>1. Lead developer/Project Manager (Must provide relevant certificates and signed CVs)</b></p> <p>i) Degree and Microsoft Certification in Support of Microsoft Navision– 20 marks  ii) Diploma and Microsoft certification in Support of Microsoft Navision– 10 marks  iii) Relevant experience of 5 years desirable - 10 marks</p>	30 Marks
<p><b>2. Developers (at least 2 required) (Must provide relevant certificates, signed CVs)</b></p> <p>i) Degree and Microsoft Certification in Support of Microsoft Navision – 10 marks  ii) Diploma and Microsoft certification in Support of Microsoft Navision – 5 marks  iii) Relevant experience of 2 years desirable - 10 marks</p>	20Marks
<p>(e) <b>Financial Assessment:</b></p> <p>(i) <b>Solvency (2 points maximum)</b></p> <ul style="list-style-type: none"> <li>▪ Current Assets&gt;Current Liabilities = 2 points</li> <li>▪ Current Assets = Current Liabilities = 1 point</li> <li>▪ Current Assets &lt; Current Liabilities = 0 points</li> </ul> <p>(ii) <b>Liquidity (2 points maximum)</b></p> <ul style="list-style-type: none"> <li>▪ Ratio of 2:1 or more = 2 points</li> <li>▪ Ratio &gt;1:1 but &lt;2:1 = 1 point</li> <li>▪ Ratio &lt;1:1 = 0 points</li> </ul> <p>(iii) <b>Cash Flow Statement (1 points maximum)</b></p> <ul style="list-style-type: none"> <li>▪ Positive Cash Balance = 1 point</li> <li>▪ Negative Cash Balance = 0 points</li> </ul>	5 marks
<b>TOTAL SCORE</b>	<b>100</b>

**B) Financial Bid**

The firms that will score a minimum of **80%** in the Technical evaluation will have their bids opened and considered. The firm that will submit the lowest responsive Financial bid will be considered for award.

**C) Combined Technical and Financial Scores**

The following formula shall be used: T.S (80%) + F.S (20 %) = T.T.L (100 %)

T.S = Technical Score (as evaluated above)

F.S = Financial Score (as evaluated above)

T.T.L = Total Score

The bidder with the highest combined Technical and Financial score will be considered for award of tender

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

### **TABLE OF CONTENTS**

3.1 Definitions .....	21
3.2 Application.....	21
3.3 Standards .....	21
3.5 Patent Right's.....	21
3.6 Performance Security .....	22
3.7 Inspections and Tests.....	22
3.8 Payment.....	23
3.9 Prices .....	23
3.10 Assignment .....	23
3.11 Termination for Default .....	23
3.12 Termination of insolvency.....	23
3.13 Termination for convenience.....	24
3.14 Resolution of disputes .....	24
3.15 Governing Language.....	24
3.16 Force Majeure .....	24
3.17 Applicable Law .....	24
3.18 Notices .....	25

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

### **3.1 Definitions**

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.5 Patent Right’s**

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

### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

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

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### **3.9 Prices**

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

### **3.10 Assignment**

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

### **3.11 Termination for Default**

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

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

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

### **3.12 Termination of insolvency**

The procuring entity may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity 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 on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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**

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 Force Majeure**

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.

### **3.17 Applicable Law.**

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



### **3.18 Notices**

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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	Performance security in the format provided in the standard document equivalent to 10% of the total annual contract and shall be valid for a period of one year from the time of contract commencement.
3.8	Payment will be made on quarterly basis in arrears upon inspection and acceptance of the service rendered.
3.14	The dispute resolution will be referred to the Chartered Institute of Arbitrators.
3.18	Zep-Re Place, 10 <sup>th</sup> Floor, Longonot Road, Upperhill, P.O. Box 43505 – 00100 Nairobi, Kenya.

**SECTION V – DESCRIPTION OF SERVICES**

TABLE OF CONTENTS

BACKGROUND .....28

OBJECTIVES .....28

TERMS OF REFERENCE FOR MAINTENANCE SUPPORT OF ERP MICROSOFT

NAVISION .....28

Detailed Technical Responsiveness Checklist .....30

Detailed Technical Specifications .....31

## **SECTION V – DESCRIPTION OF SERVICES**

### **TECHNICAL SPECIFICATIONS FOR MAINTENANCE SUPPORT OF ERP - MICROSOFT DYNAMICS NAVISION**

---

#### **BACKGROUND**

IRA has moderately automated its office operations at the Zep-Re office in Upperhill which serves as the Head Quarter and has no branches. The Authority has Information System in place which is Microsoft (MS) Navision that has been configured to work hand in hand with other systems such as the IT web helpdesk and Fortis EDMS. IRA is seeking for a qualified, competent MS Navision partner to support and maintain the ERP solution for a period of one year renewable for a further period of one year based on satisfactory performance.

The solution provider should be able to carry out the following services:-

- a) Carry out day –to- day and also on demand support on the MS Navision system;
- b) Advise the Authority on how to customize the system to achieve optimal use of the system;
- c) In addition to (b) above, implement such changes in the system as and when required by the Authority. This may include adding or removing features as the case may be;
- d) Migrating data from the previously customized module to the new module in cases where complete overhaul of the module has been done.
- e) Upgrade the system to match the customer/IRA needs and migrating the data from the previously customized module to the newly upgraded version.

#### **OBJECTIVES**

The objectives of engaging the service provider are:-

- i. To customize the system and improve it with a view to achieving maximum potential and ease of use by the users.
- ii. To provide effective and efficient support services that are essential for smooth operations for IRA;
- iii. To improve and enhance the work environment for the staff by attending to user support requests on a timely manner;
- iv. To maintain high standard working environment to meet the objectives and the performance target of the Authority.

### **Technical specifications**

The following is a summary of ERP modules to be supported and maintained: -

<b>No.</b>	<b>Module</b>	<b>Standard/Bespoke/ Customized</b>	<b>Tools used to develop/technology in use</b>
1	Procurement & Stores Management	Customized	NAV 2009 R2 and Related tools e.g. Cside Client, MSSQL 2008 R2, .NET FRAMEWORK 3.5
2	Human Resource and Administration	Customized	NAV 2009 R2 and Related tools e.g. Cside Client, MSSQL 2008 R2, .NET FRAMEWORK 3.5
3	Customer Relationship Management	Customized	NAV 2009 R2 and Related tools e.g. Cside Client, MSSQL 2008 R2, .NET FRAMEWORK 3.5
4	Consumer Protection Management	Customized	NAV 2009 R2 and Related tools e.g. Cside Client, MSSQL 2008 R2, .NET FRAMEWORK 3.5

## **Detailed Technical Responsiveness Checklist**

**Note to Bidders:** The following Checklist is provided to help the Bidder organize and consistently present the Technical Bid. For each of the following system feature, the bidder must describe their technical knowhow about the functionality.

In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross reference should be indicated in the column "DETAILED DESCRIPTION".

The Technical Responsiveness Checklist does not supersede the rest of the system features (or any other part of the bidding documents). If system feature is not mentioned in the Checklist that does not relieve the bidder from the responsibility of including supporting evidence of compliance with that other system features in its technical bid. One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical system functionality.

Bidders shall use the following options to indicate the "DEGREE OF SUPPORT OF COMPLIANCE" their responses agrees with each of items listed in this section:

1. FK - (Full Knowledge) the bidder understands the system functionality fully.
2. PK - (Partial Knowledge) the bidder has some understanding of the system functionality but requires some orientation by the user.
3. NK - (No Knowledge) the bidder has no understanding of the system functionality.

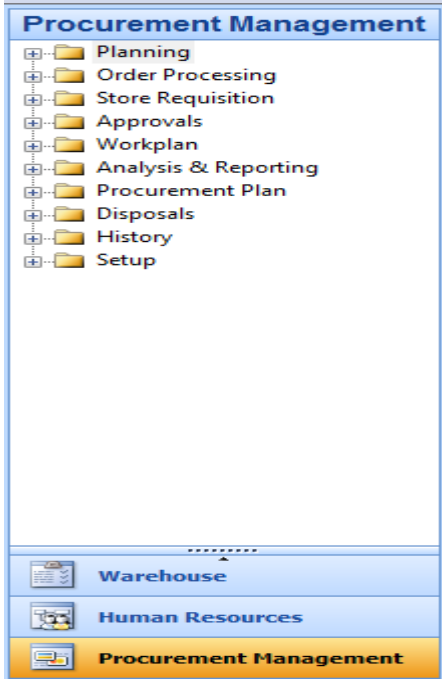

A clause-by-clause commentary on the Technical response demonstrating substantial responsiveness of the goods and service to those specifications or a statement of deviations and exceptions to the provisions of the Technical system feature is required.

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

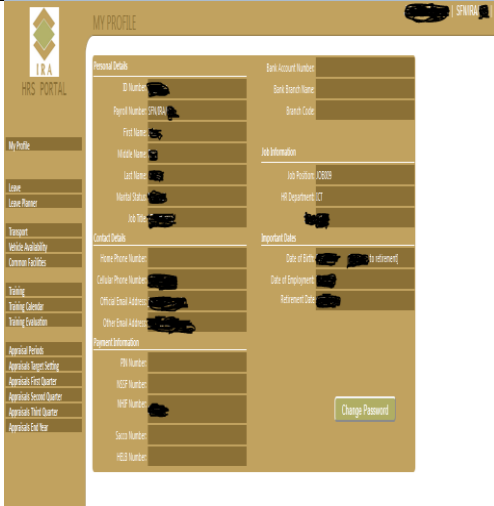
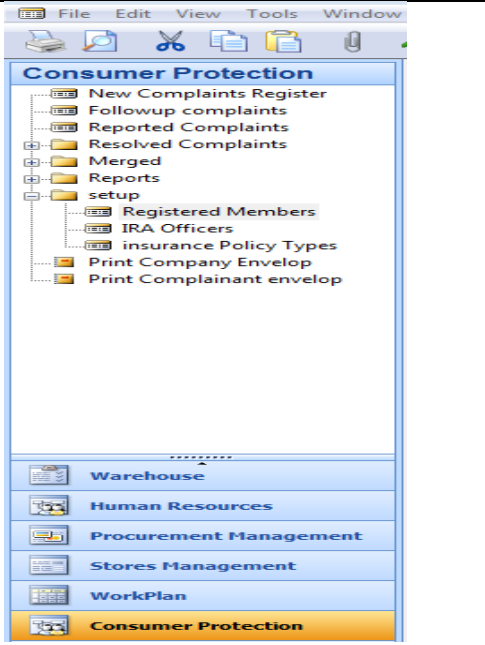
Please fill in the COMPLIANCE column as appropriate to indicate one of the

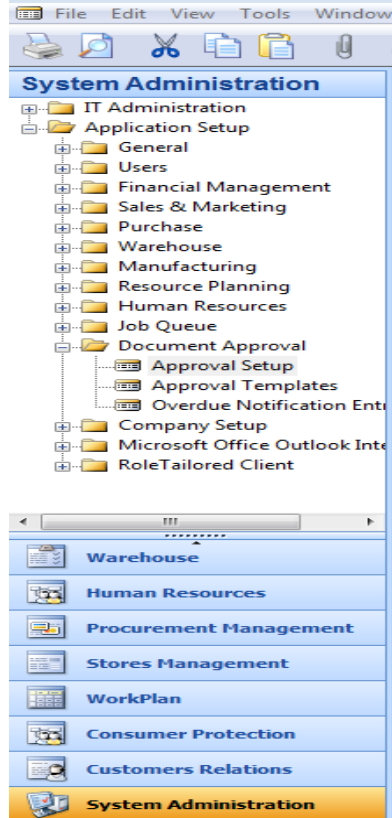
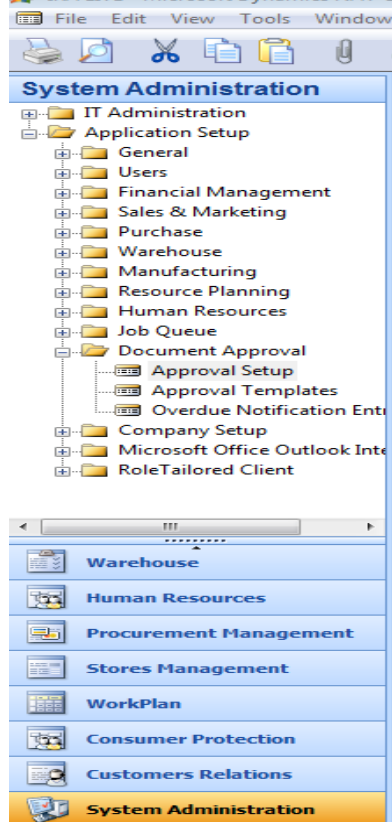
responses listed above for each item and add as many comments, diagrams, maps and/or screenshots in the DETAILED DESCRIPTION column.

**Detailed Technical Specifications**

No.	MODULE	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FK, PK, NK)	DETAILED DESCRIPTION/ INNOVATION	
1	Procurement	<p>The module is used to manage all the functions performed by the procurement including the following:-</p> <ul style="list-style-type: none"> <li>-Planning: Managing Items, Vendors, Procurement Plan, Disposal etc</li> <li>-Requisitions: Managing Purchases &amp; Store Requisition</li> <li>-Quotations Management</li> <li>-Tender Processing &amp; creation.</li> <li>-Order Processing: Managing Quotes, Orders, Invoices, Approvals Entries etc.</li> <li>-Inventory &amp; Costing: Managing of Stock items &amp; Reports.</li> <li>-Analysis &amp; Reporting: Manages budgets &amp; Analysis</li> <li>-History</li> <li>-Setups: Purchases &amp; payables, Suppliers setup</li> </ul>	 <p>The screenshot shows a navigation menu for 'Procurement Management'. The menu items are: Planning, Order Processing, Store Requisition, Approvals, Workplan, Analysis &amp; Reporting, Procurement Plan, Disposals, History, and Setup. Below this menu are three buttons: Warehouse, Human Resources, and Procurement Management (highlighted in yellow).</p>		
2	Human Resources	<p><b>SUB MODULES</b></p> <ul style="list-style-type: none"> <li>-Human Resources: manages Company information, job descriptions, employee, leave, disciplinary, performance, recruitment, training,</li> <li>-administration: transport,</li> <li>-Reports: Employee Details, Employee statutory Numbers, employee list etc.</li> <li>-HR Setups.</li> </ul>	 <p>The screenshot shows a navigation menu for 'Human Resources' within the 'IRA LIVE - Microsoft Dynamics NAV' application. The menu items are: Company Information, Company Event Management, Jobs Management, Succession Planning, Recruitment Management, Employee Manager, Induction Management, Leave Management, Performance &amp; Evaluation, Training Management, Transport Management, Employee Separation, Disciplinary Management, Setup, Common Facility Management, and Staff Medical Management. Below this menu are two buttons: Warehouse and Human Resources (highlighted in yellow).</p>		



		<p>-In addition the HR module also has an additional web portal function which is used in the booking of common facilities such as transport, applying for leave, training and carrying out performance appraisal.</p>		
<p>3.</p>	<p>CRM</p>	<p><b>SUB MODULES</b>          -Issue Register          -Questionnaire register          -Setup and Reports</p>		

4.	CPM	<p><b>SUB MODULES</b></p> <ul style="list-style-type: none"> <li>-New Complaints Register</li> <li>-Follow up complaints</li> <li>-Reported complaints</li> <li>-Resolved complaints</li> <li>-Merged Files</li> <li>-Reports</li> <li>-Module setup</li> <li>-Printing of Company envelop</li> <li>- Printing of Complaint envelop</li> </ul>	 <p>The screenshot shows the 'System Administration' menu in Microsoft Dynamics NAV. The menu is expanded to show a tree view of sub-modules. The sub-modules listed are: IT Administration, Application Setup (General, Users, Financial Management, Sales &amp; Marketing, Purchase, Warehouse, Manufacturing, Resource Planning, Human Resources, Job Queue, Document Approval, Approval Setup, Approval Templates, Overdue Notification Ent), Company Setup, Microsoft Office Outlook Inte, and RoleTailored Client. Below the tree view, there is a list of system administration tasks: Warehouse, Human Resources, Procurement Management, Stores Management, WorkPlan, Consumer Protection, Customers Relations, and System Administration (highlighted in orange).</p>		
5.	IT-System Administration	<p><b>SUB MODULES</b></p> <p>Administration: Manages, Data deletion of NAV Logs &amp; registers, Approval Setup templates, general setup of</p>	 <p>This screenshot is identical to the one in the previous row, showing the 'System Administration' menu in Microsoft Dynamics NAV with the same tree view of sub-modules and task list.</p>		

**NOTES TO BIDDERS:**

1. The Personnel that shall be attached to this contract shall be retained by IRA for the entire contract period on call basis. Should the service provider wish to change the resources during the term of the contract, he should notify the Authority of such a change and the substitute should be of equal capacity.
2. The Authority is currently running Microsoft NAV 2009 R2. Bidders should include the cost of software updates and patches as part of the support cost that are required to optimize the application software to enable us enjoy new features.

**SECTION VI - STANDARD FORMS**

FORM OF TENDER .....37

PRICE SCHEDULE OF SERVICES.....38

CONTRACT FORM .....39

CONFIDENTIAL BUSINESS QUESTIONNAIRE.....40

TENDER SECURITY FORM .....42

PERFORMANCE SECURITY FORM.....43

BANK GUARANTEE FOR ADVANCE PAYMENT.....44

FORMAT OF CV'S FOR KEY MANAGERIAL AND TECHNICAL STAFF .....45

CLIENTS REFERENCE FORM .....47

LETTER OF NOTIFICATION OF AWARD .....48

LITIGATION HISTORY.....49

FORM RB 1.....50

**1. FORM OF TENDER** ( in Company letterhead)

Date \_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [description of services] in conformity with the said tender documents for the sum of . [total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.*
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Name of the Firm .....

Name of signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/ .....

## 2. PRICE SCHEDULE OF SERVICES

Maintenance of Microsoft Dynamics

S/No.	Module	Qty	Unit Price (Kes.)	Total (Kes.)
1	Procurement& Stores Management			
2	Human Resource and Administration			
3	Customer Relationship Management			
4	Consumer Protection Management			
	<b>SUB TOTAL</b>			
	<b>ADD VAT</b>			
	<b>GRAND TOTAL</b>			

Name of the Firm .....

Name of signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/ .....

### 3. CONTRACT FORM

THIS AGREEMENT made the \_\_\_day of \_\_\_\_20\_\_\_between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by\_\_\_\_\_the \_\_\_\_\_(for the tenderer)

in the presence of\_\_\_\_\_.

#### 4. 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.

<p>Part 1 General</p> <p>Business Name:.....</p> <p>Location of Business Premises .....</p> <p>Plot No: .....Street/Road.....</p> <p>Postal address ..... Tel No. .... Mobile No(s):.....</p> <p>Email..... Website:.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers .....</p> <p>Branch.....</p>
--

<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p>																				
<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																	
1. ....	.....	.....	.....																	
2. ....	.....	.....	.....																	
3. ....	.....	.....	.....																	
4. ....	.....	.....	.....																	
<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship details	Shares																	
1. ....	.....	.....	.....																	
2. ....	.....	.....	.....																	
3. ....	.....	.....	.....																	
4. ....	.....	.....	.....																	
<p>Date.....Signature of Candidate.....</p>																				



## 5. TENDER SECURITY FORM

Whereas .....[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender ] for the provision of .....[name and/or description of the services] (hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....Of.....having registered office at [name of procuring entity](hereinafter called "the Bank")are bound unto.....

[name of procuring entity](hereinafter called "the procuring entity") in the sum of .....for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are: 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- a) fails or refuses to execute the Contract Form, if required; or
- b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**6. PERFORMANCE SECURITY FORM**

To: .....

[name of the 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 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 the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....[amount of the guarantee in words and 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 or sums 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 2017.

\_\_\_\_\_  
*Signature and seal of the Guarantors*

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

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

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

**7. BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of .....[amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature                      and                      seal                      of                      the                      Guarantors  
\_\_\_\_\_ [name of bank or financial institution]  
\_\_\_\_\_ [address]  
\_\_\_\_\_ [date]

**8. FORMAT OF CV'S FOR KEY MANAGERIAL AND TECHNICAL 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 degrees 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 describes me, my qualifications and my experience.

.....Date: .....  
(Signature of staff member)

..... Date: .....  
(Signature of authorized representative of the firm)

Full name of staff member: .....

Full name of authorized representative: .....

## 9. CLIENTS REFERENCE FORM

Using the format below, provide information on each relevant works for which your firm was legally contracted in the last five years.

<b>ASSIGNMENT NAME</b>	<b>COUNTRY</b>
Location within country:	Professional staff provided by your firm/entity (profiles)
Name of client and name of contact person:	No. of employees:
Address (Postal Address and telephone contact)	No. of staff - months, duration of assignment:
Start Date: (month/year)                      Completion Date (month/year)	Approximate contract value of goods/services (Kshs.)
Names of Associated firms (sub-contracted) if any:	No. of months of professional staff provided by associated firms
Names of senior staff involved in the assignment	
Narrative Description/scope of the project	
Description of actual services provided by your staff	

Name of Signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp.....

**10. 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

**11. - LITIGATION HISTORY**

Name of Contract Supplier

Contractors/Suppliers should provide information on any history litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

<b>YEAR</b>	<b>NATURE OF LITIGATION AND CASE NUMBER</b>	<b>AWARD FOR OR AGAINST</b>	<b>NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE</b>	<b>DISPUTED AMOUNT (CURRENT VALUE, KES. EQUIVALENT</b>



**FORM RB 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**