



NATIONAL YOUTH SERVICE

STANDARD TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION AND COMMISSIONING OF ENTERPRISE RESOURCE PLANNING SYSTEM
(ERP) FOR NATIONAL YOUTH SERVICE.**

(OPEN TENDER)

TENDER NO. NYS/PROC/28/2020-2022

CLOSING DATE: 21ST APRIL, 2021 AT 10.00 A.M

TABLE OF CONTENTS

Contents

TABLE OF CONTENTS	2
SECTION I.....	4
INVITATION TO TENDER.....	4
SECTION II - INSTRUCTIONS TO TENDERERS.....	6
2.1 Eligible Tenderers	6
2.2 Eligible Goods	6
2.3 Cost of Tendering.....	6
2.4. The Tender Document.....	7
2.5 Clarification of Documents	7
2.6 Amendment of Documents	7
2.7 Language of Tender.....	8
2.8 Documents Comprising of Tender	8
2.9 Tender Forms.....	8
2.10 Tender Prices	8
2.11 Tender Currencies	9
2.12 Tenderers Eligibility and Qualifications	9
2.13 Goods Eligibility and Conformity to Tender Documents.....	9
2.14 Tender Security	10
2.15 Validity of Tenders	11
2.16 Format and Signing of Tender	11
2.17 Sealing and Marking of Tenders	12
2.18 Deadline for Submission of Tenders	12
2.19 Modification and Withdrawal of Tenders.....	12
2.20 Opening of Tenders.....	13
2.21 Clarification of Tenders	13
2.22 Preliminary Examination	14
2.26 Conversion to Single Currency	14
2.24 Evaluation and Comparison of Tenders.....	14
2.25 Preference.....	15
2.26 Contacting the Procuring entity	15
2.27 Award of Contract.....	15
(a) Post-qualification.....	15
(b) Award Criteria	15
(c) Procuring entity's Right to Vary quantities.....	15
(d) Procuring entity's Right to accept or Reject any or All Tenders.....	16
2.28 Notification of Award.....	16
2.29 Signing of Contract	16
2.30 Performance Security.....	16
2.31 Corrupt or Fraudulent Practices	16
Appendix to Instructions to Tenderers	18
SECTION III - GENERAL CONDITIONS OF CONTRACT.....	23

3.1	Definitions.....	23
3.2	Application	23
3.3	Country of Origin.....	23
3.4	Standards.....	23
3.5	Use of Contract Documents and Information.....	23
3.6	Patent Rights	24
3.7	Performance Security	24
3.8	Inspection and Tests	24
3.9	Packing	25
3.10	Delivery and Documents	25
3.11	Insurance	25
3.12	Payment	26
3.13	Prices.....	26
3.14	Assignment	26
3.15	Subcontracts	26
3.16	Termination for default.....	26
3.17	Liquidated Damages	27
3.18	Resolution of Disputes.....	27
3.19	Language and Law.....	27
3.20	Force Majeure.....	27
SECTION IV - SPECIAL CONDITIONS OF CONTRACT		28
SECTION V - TECHNICAL SPECIFICATION.....		30
SPECIFICATIONS AND PRICE SCHEDULE FOR GOODS.....		58
SECTION VII - PRICE SCHEDULE FOR GOODS.....		58
SECTION VIII - STANDARD FORMS.....		59
FORM OF TENDER		60
BUSINESS QUESTIONNAIRE.....		61
FORM OF TENDER SECURITY.....		63
CONTRACT FORM.....		64
PERFORMANCE SECURITY FORM.....		66
BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....		67
MANUFACTURER AUTHORIZATION FORM.....		68
LETTER OF NOTIFICATION.....		69
PUBLIC PROCUREMENT AUTHORITY REVIEW BOARD FORM.....		70
SELF DECLARATION FORM.....		71
ANTI-FRAUDULENT PRACTICE DECLARATION.....		72
NON-DEBARMENT DECLARATION.....		73

SECTION I



**DIRECTOR GENERAL/CEO
NATIONAL YOUTH SERVICE**

INVITATION TO TENDER

**P. O. Box 30397-00100
Nairobi, Kenya
Tel: +254-208563521**
websites: www.nys.go.ke

Date: 6TH April, 2021

Re: TENDER NO. NYS/PROC/28/2021 SUPPLY, INSTALLATION AND COMMISSIONING FOR ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) AT NATIONAL YOUTH SERVICE.

The **NATIONAL YOUTH SERVICE (NYS)** invites sealed bids from eligible candidates for supply, installation, and commissioning for Enterprise Resource Planning (ERP) for National Youth Service (Open Tender).

Tenders must be accompanied by bid bond of **Kenya Shilling One Million (ksh1,000,000)** from bank inform of a bank guarantee or approved insurance valid for 120 days.

A complete set of tender documents may be downloaded from the **NATIONAL YOUTH SERVICE (NYS)** websites: www.nys.go.ke or IFMIS suppliers' portal www.tenders.go.ke free of charge or Ksh. 1,000 will be charged for obtaining tender document from NYS headquarters payable to the NYS cash or bankers' cheque.

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

Completed tender documents are to be enclosed in plain sealed envelope marked with the tender number and be deposited in the tender box at the NYS Headquarters 1st floor so as to be received on or before **21st April, 2021** at 10.00 a.m. addressed to:

**THE DIRECTOR GENERAL/CEO
NATIONAL YOUTH SERVICE - HEADQUARTERS
P. O. Box 30397-00100
NAIROBI.**

Tenders will be opened immediately thereafter at 10.00 a.m. in the presence of tenderers or their representatives who choose to attend at NYS Headquarters Boardroom 2nd floor.

**HEAD SUPPLY CHAIN MANAGEMENT SERVICES
FOR: DIRECTOR GENERAL/CEO**

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

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

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document. Clarification can be sought through icttender2021@nys.go.ke.

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

2.6 Amendment of Documents

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

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

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

2.9 Tender Forms

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

2.10 Tender Prices

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

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

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an

adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

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

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

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

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

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

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

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

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

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

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **21st April, 2021 at 10.00 a.m.**

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

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

2.18 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **21st April, 2021 at 10.00 a.m.**

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

2.19 Modification and Withdrawal of Tenders

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

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

- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **21st April, 2021 at 10.00 a.m.** and in the location specified in the Invitation to Tender.

- 2.20.1 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.26 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.26 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

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

2.27.3 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

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

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to accept or Reject any or All Tenders

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

2.28 Notification of Award

2.28.1 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.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

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

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

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

2.30 Performance Security

2.30.1 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

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

2.31.2 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.

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

Appendix to Instructions to Tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers																								
2.10	Particulars of other currencies allowed. None																								
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Registration ii) Certificate of valid tax compliance iii) Form of Tender iv) Fully Filled Confidential Business Questionnaire v) Valid Business Permit vi) Latest CR12																								
2.12.2	Particulars of tender security if applicable. Dully filled Tender Security Declaration Form in format provided.																								
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days from the closing date indicated in the tender advertisement.																								
2.22	<p>Evaluation Criteria</p> <p>The following requirements must be met by the tenderer not withstanding other requirements in the tender documents: -</p> <p>a) Mandatory Requirements (MR)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">NO</th> <th style="text-align: center;">CRITERIA</th> <th style="text-align: center;">YES/NO</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">MR1</td> <td>Submit a copy of registration/Incorporation certificate</td> <td></td> </tr> <tr> <td style="text-align: center;">MR2</td> <td>Submit a copy of Current certificate of Tax compliance</td> <td></td> </tr> <tr> <td style="text-align: center;">MR3</td> <td>Valid Business Permit (2021)</td> <td></td> </tr> <tr> <td style="text-align: center;">MR4</td> <td>Submit CR 12 or CR 13 or equivalent</td> <td></td> </tr> <tr> <td style="text-align: center;">MR5</td> <td>Fully filled Business Questionnaire</td> <td></td> </tr> <tr> <td style="text-align: center;">MR6</td> <td>Fully Filled Tender Form</td> <td></td> </tr> <tr> <td style="text-align: center;">MR7</td> <td>Valid Microsoft Dynamics Registered Solution Program (Microsoft RSPA Agreement)</td> <td></td> </tr> </tbody> </table>	NO	CRITERIA	YES/NO	MR1	Submit a copy of registration/Incorporation certificate		MR2	Submit a copy of Current certificate of Tax compliance		MR3	Valid Business Permit (2021)		MR4	Submit CR 12 or CR 13 or equivalent		MR5	Fully filled Business Questionnaire		MR6	Fully Filled Tender Form		MR7	Valid Microsoft Dynamics Registered Solution Program (Microsoft RSPA Agreement)	
NO	CRITERIA	YES/NO																							
MR1	Submit a copy of registration/Incorporation certificate																								
MR2	Submit a copy of Current certificate of Tax compliance																								
MR3	Valid Business Permit (2021)																								
MR4	Submit CR 12 or CR 13 or equivalent																								
MR5	Fully filled Business Questionnaire																								
MR6	Fully Filled Tender Form																								
MR7	Valid Microsoft Dynamics Registered Solution Program (Microsoft RSPA Agreement)																								

MR8	Valid ICTA Accreditation Certificate	
MR9	Submit one copy and one original of your tender	
MR10	Submit copy of Audited Accounts for year ended 2018,2019,2020.	
<p>At this stage, the tenderer's submission will either be responsive in all the mandatory (MR) requirements above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p>		

Bidders MUST meet all the Preliminary requirements (mandatory requirements) to proceed to the technical evaluation stage

b. Technical Evaluation Criteria

No.	Technical Requirements Description	Max. Score
TR1	FIRM EXPERIENCE	15
	<p>Provide a list of Four (4) institutions/companies, three (3) of which must be Public Institutions with contact persons, contract description/scope, amount of the contract, commencement date and duration of contract that you have been awarded.</p> <p>The Contracts implemented/awarded above must be of similar services with similar functionalities and must be within the last 4 years. (4 x 1 = 4 marks)</p> <p>Provide/Attach the Contract/LSO/LPO for each Institution listed above (4 marks per contract = 16 marks)</p> <p>NOTE: Reference checks through site visits will be carried out and the references must be contactable. Non-adherence to this will nullify the reference. Letters of award or recommendation letters will not be considered</p>	
TR2	KEY STAFF QUALIFICATION AND EXPERIENCE	10
	TEAM LEADER	
	<p>Attach detailed CV (2 Marks) Academic Qualification (Attach copies of Certificates) – Failure attach (0 Marks) Bachelor’s Degree in ICT or related field- (2 Marks)/ Diploma (0 Marks)</p>	
	<p>Professional qualification required (Attach copies of Certificates) – Failure to attach (0 Marks) -PMP Certification (2 marks) Microsoft Dynamics Nav Certification. (2 marks) Other certification in a relevant field e.g. CISA, SQL etc. (2 marks) Experience) 5 years’ experience or more in development, implementation & support of ERP systems. (5 marks) Below 5 years (0 marks)</p>	
	<p>2 (TWO) TECHNICAL PERSONNEL Attach CV’s (0.5 marks X 2 = 1 Mark) Academic Qualification - Attach copies of Certificates – Failure to attach (0 Marks) Bachelor’s Degree in ICT or related field- (2 Marks X 2 = 4 Marks) Diploma (0 Marks)</p>	10
	<p>Professional qualification (Attach copies of Certificates) – Failure attach (0 Marks) Microsoft Dynamics Certification (2 X 2 marks = 4marks) Other Related certifications e.g. Programming and SQL</p>	

	<p>certifications etc. (2 X 2 marks = 4 marks)</p> <p>Experience 5 years' experience or more in development, implementation & support of Nav ERP with integration to third party systems. (3 marks each = 6 Marks)/Below 5 years (0 marks)</p>	
	2(TWO) FUNCTIONAL AND SUPPORT PERSONNEL.	10
	<p>Attach CV's (0.5 X 2marks =1marks)</p> <p>Academic Qualification - Attach copies of Certificates – Failure to attach (0 Marks) Degree (ICT related field) (/2 marks each) =4marks Diploma (1 mark)</p>	
	<p>Professional qualification - Attach copies of Certificates) – Failure attach (0 Marks) Microsoft Dynamics Certification (1 X 2 = 2 marks)</p> <p>Other Related certifications e.g. CPA-K, CPSP-K, MCP etc. (1 X 2 = 2 marks)</p> <p>Experience 3 Years' experience or more in implementation, training, configuration & support of Nav ERP. (3 marks x2 = 6 marks) Below 3 years (0 marks)</p>	
TR3	<p>COMMERCIAL QUALIFICATION/CAPACITY Turn Over of Kshs. 35 Million and above in the last three financial years.</p>	2
TR4	<p>COMPLIANCE TO GOVERNMENT STANDARDS FOR SYSTEM SECURITY The proposed system must conform to the ICTA information Security Standard - ICTA.3.002:2019.</p>	3
TR5	APPROACH, METHODOLOGY, WORKPLAN	10
	<p>Work Plan. The Bidder Must Submit a 45-day work plan with dates indicating when key project milestones will be achieved as described in the software Development Life Cycle SLDC. Support Project</p> <p>Methodology, Tracking and Reporting</p>	10
	The bidder should indicate their support methodology, escalation strategy and how issues will be reported and tracked. This should include timelines for completion of issues.	
	<p>Testing Strategy -The bidder should indicate the proposed testing plan, types of test and the test tools proposed.</p> <p>Risk Management -The bidder should document their risk management strategy that includes how they will identify risks</p>	6

	and mitigation measures for the same	
	Training & Change Management Plan -The bidder should explain how they intend to achieve a successful change management, CM approach and tools. The proposed training strategy need to be explained including the intended trainees.	4
	Evidence of multi-company setup implementation	20
		100
	PASS MARK	80

Note: Bidders must score a minimum of 80% score to proceed to Financial Evaluation Stage.

(C) Financial Evaluation:

This will include comparison of the responsive bids considering any financial discounts stated in the bid document. The winning bidder will be the lowest evaluated bidder and due diligence shall be undertaken by NYS.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of

the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

3.6 **Patent Rights**

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

3.7 **Performance Security**

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

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

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

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

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract

specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 **Delivery and Documents**

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

3.11 **Insurance**

- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation,

storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14 Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

- 3.16.2 if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- 3.16.3 if the tenderer fails to perform any other obligation(s) under the Contract
- 3.16.4 if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.5 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

- 3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delays in performance

or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Indicate particulars of performance security</i> 10%
3.12.1	<i>Indicate terms of payment</i> payments will be made within 30 days upon delivery of acceptable goods
3.18.1	<i>Indicate resolutions of disputes</i> Arbitration as provided in the laws of Kenya

High Level requirements of System:

- i. The system should be online, centralized, distributed and networked – with both (LAN and Wan) capabilities / client-server based networked system
The system must support multi-company setup
- ii. The system should ensure that input data is available online.
- iii. The System should be able to have defined user access levels.
- iv. The System should have facility to define workflows as per access level.
- v. The system should be user friendly, menu driven, user definable, extensive parameter driven and field level help features
- vi. The system should have an extensive use of parameters and tables to ensure that the system is flexible to enable NYS to accommodate changes in the regulations, policies and procedures
- vii. The system should have adequate data entry security controls- validation, check digit
- viii. The System **MUST** have ability to provide adequate audit trails that can be reviewed for information. These records **MUST** be non – editable and be secured from unauthorized access
- ix. Bidders **MUST** propose a number of disaster recovery configurations compatible with their system and should indicate the level of protection offered by each alternative.
- x. The system **MUST** support replication and rapid fail-over or redeployment in the event of problems or planned maintenance.
- xi. The system **MUST** include comprehensive reporting tools that allow for easy access to authorized data.

- xii. The system **MUST** be able to provide departments the ability to develop ad hoc reports at their discretion.
- xiii. The system **MUST** include a data dictionary or similar provision to allow non - technical users to identify the appropriate data elements for inclusion in their reports.
- xiv. **Flexible outputs:** -Reports **MUST** have output flexibility i.e. can be printed or exported into several industry-standard formats such as Adobe PDF, XLSX, CSV, TXT among others.

SECTION V - TECHNICAL SPECIFICATIONS

Specification of the Mobile Kits are as follows :

Display	7-inch Multi Touch LCD Panel
Quantity	
Internal Memory	Minimum 1GB
External Memory	Expanding up to 32GB minimum
Operating System	Android OS 9 or Above
Camera	Front (1MP) & Rear (5MP) Auto-Focus
GSM/GPRS	2G/3G Eight tri-mode frequency GSM Band 2/3/8, TDD Band 34/39, TDD LTE Band 38/39/40
Wifi	IEEE 802.11 a/b/g/n
Integrated Biometric Finger Print	STQC/FBI certified PIV Single Finger Capture Device and Mobile ID FAP 20 Compliant
IRIS (Optional)	STQC certified IRIS for verification
Card Support	NFC Card Support (Of 13.56 MHz)
GPS	Supported
White-Label	Should allow Branch on NYS label on Boost as well as the Face of the device.

Requirements Specifications

System Module	Process	Technical Specification and user requirements
1.SCHOOL MANAGEMENT	Approval process (Workflow)	The system should have good workflow system to be used for online approvals.

	<p>Admission (The system should support data capture for recruits using biometric device.)</p>	<p>The system should have features for capturing bio data</p> <ul style="list-style-type: none"> • Reporting date • Denomination • Location (Name chief and contact) • Sub location (name sub chief and contact) • Village (name elder and contact) • Nearest police station • Nearest town • Grades per subject • Other qualification if any • Parents /guardian • Next of kin(relationship) • Kilometers from sub location headquarters to the village <p>✓ Allocate Barrack</p> <p>✓ Allocate Brigade</p> <p>✓ Scan and upload ID and</p>
--	--	--

		Form IV Certificate.
	Update on daily Roll call of service Men and Service women	Ability to capture real time roll call of recruits.
	Kitting of Recruits	Capture details of kits issued to recruits.
	Daily issues to recruits	Ability to capture details of daily issues to recruits
	Ability to capture permission of absence	Ability to capture permission of absence.
	Capture exit of service men/service woman from training	Ability to Record Exit from service indicating reasons for exit such as (Death, Resignation, Breaking out of the fence, Medical Grounds, Disciplinary)
Reports Required		Service Register Bio data of recruits Livestock daily returns Morning call up Notice of transfer Parade state Monthly issue details Kits returns details Monthly muster roll Medical record for recruit
National Service	Data entry of those transiting to National Service with use of biometric	Capture details of those transiting to National service using biometric device for accuracy.
	Capture details of those Exit from National Service indicating Reason.	Ability to capture reason for exit (Dismissal, Resignation, Medical, Death, Deserter, employment, Further Studies, Completion of Contract Date, Professional level, date, time)
	Daily issues to National service	Ability to capture details of daily issues.
	Kitting to National Service	Ability to capture details of kits to National Service
	Permission of absence	Ability to capture absence (Type,

		-Date Out, -Time Out -Number of Days -Expected Date in -Time In -Date in -Contacts -Reason for lateness -Permitting Officer -Sign and Date)
	Clearance from service	Ability to clear service men /women from service
	Capture crop production details	Ability to capture crop details (type, acreage and location)
	Capture farm inputs	Ability to capture farm inputs (fuel, labor, fertilizer)
	Capture livestock inputs	Ability to capture livestock inputs (Identification of Equipment, labour, feeds, parasite control chemicals, drugs, AI services, vaccines)
	Capture livestock production output	Ability to capture livestock production output (livestock type, milk, meat, skin, manure)
	Capture poultry production output	Ability to capture poultry output (eggs, meat, wool, transport)
	Capture product processing	Ability to capture processing activities (value addition, cooling, packaging, packaging materials, labor)
	Warehousing	Ability to capture stores details
	Revenue generation	Ability to capture details of revenue generated
		Ability to invoice
	Receipting	Ability to receive and record details.
Reports Required		Daigly, monthly, quarterly, annually (production, sales, revenue) Service Register Permission of Absence form Parade state Defaulters sheet

		Clearance form Ration State Notice of Transfer
Technical and Vocational Training	Application for course	Ability to capture online course application
	Admission	Ability to admit student online
	Training	Ability to capture training details Our students are currently trained in about 61 different institutions. Our own training institution is currently 17
	Electronic class register	Ability to come up with electronic class register
	Time Table	Ability to generate term timetable
	Examination	Ability to capture exam details
	Leave of absence	Ability to capture leave of absence (Enter Department - Enter name of Student - Date of Absence: From - To (Date, Time) - Reason of Absence - Enter Lessons to be missed: - Signed by HOD, and Deputy Principal)
	Stores Management	Ability to capture basic stores issues and receipts
	Library Management	Has library management module
	Entering Exam score	Has ability to capture exam scores
	Graduation	Ability to capture graduation process
	Clearance from Service	Ability to clear service men/woman from service.
	Required reports	Print Individual Student Report Print institution report Print student attendance threshold report Print summarized absenteeism report
2. COMMERCIALIZATION, ENTERPRISE AND MARKETING	Production Process	Ability to capture production input for different Product (garment, baker, water bottling, seed production, Agriculture crop

	<p>Sales process</p> <p>Payment process</p> <p>Ability to capture Marketing activities</p>	<p>production (hay at Kirimun and French beans at Ndalani) Ability to capture different production outputs(inventory) Ability to capture output from Production items (hourly, daily, weekly, monthly, quarterly, and annually)</p> <p>Ability to capture production quality(rejects) Ability to capture sales details per unit per period Ability to link transaction to field unit where transaction to units. Different order series for all 23 units, different purchase order series for all 23 units. Each 23 units to have its sub-ledger, and parent ledger to be able to account for all revenues and expenses. Ability to link revenue generated to field unit Ability to link expense details to field unit Ability to differentiate revenue and expenses and capture accurately.</p> <p>Ability to pay using different payment methods and integrate with system (Payment modules (M-Pesa, PayPal, Bank Modes)</p> <p>Telemarketing, Promotion, Advertising, Retail management Factory outlets, Business Intelligence, Customer Services (customer relationship, management, Sales revenue</p>
	Distribution process	Ability to capture routine distribution details
	Inventory Management	Ability to capture inventory per unit

	Fleet Management	Ability to capture inventory issues and receipts Ability to capture Fleet management details (Fuel records, repairs and maintenance, route management)
	Reports	Quality control and assurance reports, Quality check rejections, packaging and branding, Issue to production store/warehouse, Issue to sales store for sale/ Dispatch) Sales report Production report per product per unit Asset register List of resource requirements Resource utilization reports Project e-board reports Budgetary Controls/ allocations Cash Flow statements Financial Statements and records Profit and Loss Statement Insurance Taxation
3. SUPPLY CHAIN MANAGEMENT	Requisition	<ul style="list-style-type: none"> i. Ability to provide Procurement planning ii. Ability to link plan to budget iii. Ability to link requisition to budget iv. Ability to raise online Purchase Requisition v. Unique purchase order series for all field units with sequential series vi. Ability to differentiate between reprinted order document and original purchase order. If order is printed for the first-time be able to Show ORIGINAL and if same order is reprinted should show REPRINTED to

		<p>eliminate reuse of same document more than once.</p> <p>vii. Ability to differentiate issues and receipts for all field unit</p> <p>viii. Number of units currently is at 23.</p> <p>ix. Able to capture the Purchase Requisition details</p> <p>x. Able to generate unique ID for purchase/disposal request</p> <p>xi. Send alert/email to employee regarding the details of the item request</p> <p>xii. Send alert/email to employee's HOD regarding the details of the item request pending</p> <p>xiii. Forward the request to Procurement Department</p> <p>xiv. Have the provision to check the budget for department and approve/ disapprove the request</p> <p>xv. Have the facility to check existing vendor contract</p> <p>xvi. Send mail to all vendors requesting quotation's</p> <p>xvii. Allow NYS to approve/disapprove the quotation's</p> <p>xviii. Able to generate purchase order and forward it to Vendor</p> <p>xix. Allow NYS to approve/disapprove the</p>
--	--	--

		<p>purchase order</p> <p>xx. Allow sending purchase order to Vendor via email Able to generate the acceptance Invoice from suppliers</p> <p>xxi. Able to generate the acceptance Invoice from suppliers</p> <p>xxii. Capture the items received and item receipt details</p> <p>xxiii. Store Invoice details</p> <p>xxiv. Capture the new items and item details</p> <p>xxv. Capture the details of the invoice payment</p> <p>xxvi. Able to send the alert to employee and issue the request item</p> <p>xxvii. Maintain the status of procurement of the items</p> <p>xxviii. Automatically update the inventory</p> <p>xxix. Ability to Invite for Bids</p> <p>xxx. Ability to Receive and Opening of Bids</p> <p>xxxi. Have inbuilt Evaluation criteria</p> <p>xxxii. Ability to link Purchase Order to invoice with uniquely</p> <p>xxxiii. Have ability to have Goods, Services, or Works Received/Rejection Notes</p> <p>xxxiv. Inventory Issue</p> <p>xxxv. Ability carry out vendor performance</p> <p>xxxvi. Ability to Track item</p> <p>xxxvii. Have inbuilt Invoicing</p>
--	--	--

		module
	Evaluation	Ability to provide inbuilt evaluation criteria
	Inspection	
	Procurement through appropriate method	Ability to allow procurement through appropriate method
	Supplier Management	Ability to keep detailed supplier master/vendor list
	Stores Management	<ul style="list-style-type: none"> i. Stores Receiving ii. Ability to match goods delivery note to order, supplier, product specification, and quantity iii. Support receipts against the same purchase order or service order iv. Ability to generate goods S13 with facility to amend/reprint as necessary v. Ability to process good returns e.g. if rejected by inspection committee <p>Stores Issues</p> <ul style="list-style-type: none"> i. Ability for the storekeeper to issues items on the system and record actual issue of items based on approved store requisitions ii. Ability to generate system stock issue vouchers iii. Ability to update stock balances based on stock Issues iv. Ability to retain history of approved and issued stock requisitions on the basis of an appropriate

		<p>basis e.g FIFO</p> <ul style="list-style-type: none"> v. Report on approved stock requisitions yet to be Issued vi. Report on stock issues per department or user <p>Periodic Stock Taking</p> <ul style="list-style-type: none"> i. Ability to link inventory to the general ledger such that inventory movements do update automatically ii. Ability to generate accounting entries in real time for inventory transactions like issues, receipts and adjustments iii. Ability to transfer accounting entries to General ledger in both summary or detailed formats iv. Ability to view accounting entries associated with inventory transactions v. Ability to categorize stock items for the purpose of posting to the general ledger vi. Ability to make inventory adjustments. This should be restricted to authorized personnel and an audit trail retained <p>Store Items Accounting</p> <ul style="list-style-type: none"> i. Ability to generate stock taking sheets from the
--	--	---

		<p>System</p> <ul style="list-style-type: none"> ii. Ability to generate stock adjustments based on results of the stock take iii. Ability to report on adjustments made as a result of stock taking iv. Ability report stock levels by category of items to provide flexibility to carry stock takes for different items different times
	<p>Asset Management</p>	<ul style="list-style-type: none"> i. Create and maintain an asset repository/register for assets (the repository to be amendable to automatic updates whenever there is a new acquisition) Every asset/item to have a code ii. Maintain asset control by ability to store physical asset information –(where items are domiciled) iii. Accommodate all asset classes (IT, Property etc.) Classification of Assets by type-Fixed or otherwise (Asset classification) iv. Setup and maintain multiple depreciation calculation methods for assets v. Display depreciation status for each asset per month, quarter, yearly (put in to consideration

		<p>the respective class of asset)</p> <ul style="list-style-type: none"> vi. Adjust depreciation for each asset vii. Transfer of assets between locations, NYS units (Accountability)- Develop a standard asset transfer document. Traceability of assets viii. Contract hire rate, duration and ix. Revalue assets (change the basis of appreciation/depreciation and net book value) x. Adjust the cost of an asset, e.g. capitalization of renovation cost and construction xi. The service may use appropriate depreciation method for all the assets as guided by IPSAS (System to automatically adjust) xii. Asset management - Centralize assets at the head office xiii. Record assets that are put to use on a previous period. The system should facilitate depreciation calculation automatically and to generate a depreciation report. xiv. Capacity to bring forward appreciation/depreciation value from previous year and current value
--	--	--

		<p>quarterly based on the percentages defined in the Financial policy and procedure manual</p> <p>xv. Ability to change the depreciation methods/ rates and calculate depreciation retrospective</p> <p>xvi. -Ability to output automated depreciation journal entries to General Ledgers quarterly</p> <p>xvii. -Ability to capture/track donated assets</p> <p>xviii. -Input the donated asset value</p>
	Asset Disposal	<p>xviii. System to have ability to guide management on asset disposal based on logic calculation</p> <p>xxix. Capture the details of the disposed items</p>
	Asset Reports	<p>i. Ability to produce a report showing products out of Stock</p> <p>ii. Ability to produce a report showing products where the stock on hand is less than minimum stock levels</p> <p>iii. Ability to generate stock levels/stock out cost/stock holding cost per item report with costs and units</p> <p>iv. Ability to use extensive search engine facilities such as search by item</p>

		<p>description, suppliers, department or a combination of these.</p> <p>v. Ability to generate various reports and where applicable allow filtering by date, department, cost, supplier, product and any other relevant field as defined by the use</p>
	Supply Chain Management Reports	
4. FINANCIAL MANAGEMENT MODULE	Financial Management Module	<p>i. Support for multi-company structure</p> <p>ii. Have a reconciliation facility module?</p> <p>iii. Able to create a creditors profile –periodically.</p> <p>iv. Able to create flexible user definable input forms.</p> <p>v. Allow payments to update the Ledgers automatically.</p> <p>vi. Have a cheque writing facility that is integrated to the General Ledger.</p> <p>vii. Able to generate bank cheque listing automatically</p> <p>viii. Able to scan signatures and retrieve signature during account verification and validation process.</p> <p>ix. Capture, store, retrieve, and validate authorized signature and attach to a cheque during online payment processing.</p> <p>x. Have a full integration to</p>

		<p>Banking and other applications, payroll etc.</p> <p>xi. Capability to break down balances into unit costs and a flexible reporting facility.</p> <p>xii. Debtors / Creditors Master File.</p> <p>xiii. Comprehensive General Ledger with Chart of Accounts</p> <p>xiv. Batch and real-time posting</p> <p>xv. Update accounting ledger directly from another system such as billing, payroll, Procurement.</p> <p>xvi. Support User defined Transaction Analysis Codes; Supports Batch Layout Configuration</p> <p>xviii. Comprehensive General Ledger with Chart of Accounts</p> <p>xix. Batch and real-time posting</p> <p>xx. Update accounting ledger directly from another system such as billing, payroll, Procurement</p> <p>xxi. Support User defined Transaction Analysis Codes; Supports Batch Layout Configuration</p> <p>xxii. Detailed summarized reports and ad-hoc</p> <p>xxiv. Automatic Audit trail reports</p> <p>xxv. Cash Ledger</p> <p>xxvi. Bank Reconciliation</p> <p>xxvii. Comprehensive Accounts</p>
--	--	--

		<p>Receivable (AR)</p> <p>xviii. Comprehensive Accounts Payable (AP)</p> <p>xxix. Cost calculation and distribution</p> <p>xxx. Comprehensive Budgets & Forecasting</p> <p>xxxi. Comprehensive Budgets & Forecasting</p> <p>xxxii. Run on Relational Database Management System.</p> <p>xxiii. Run on Relational Database Management System.</p> <p>xxiv. Maintain a fixed Asset Register.</p> <p>xxxv. Send employee pay slips electronically i.e. email</p> <p>xxvi. Able to show remaining budget for each department</p> <p>xxvii. Support Imprest application</p> <p>xxviii. Support imprest surrender.</p> <p>xxix. Generate unique no. for each voucher and each invoice</p> <p>xl. Able to capture all the details of vouchers and Invoices</p> <p>xli. Able to maintain the record of cheque and Status.</p> <p>xlii. Allow for online approval of transactions</p> <p>xliii. Have search and drill down facilities</p> <p>xliv. Generate reports for more than three financial years (history)</p> <p>xlv. All other features of a</p>
--	--	--

		financial management module
	Financial Management System Reports	<ul style="list-style-type: none"> i. Income for the year ii. Expenditure, capital expense for the year (monthly, quarterly) iii. Recurrent expenditure, total expenditure (monthly, quarterly) iv. Budget surplus/(deficit) reports v. Expenditure report (consolidated) vi. Balance Sheet vii. Cash flow statement viii. Changes in equity statements ix. Other financial reports x. Vote and commitments report
5. HUMAN RESOURCE MANAGEMENT MODULE	Employee SelfService	All employees to be able to login and update their personal profile.
	Job Position	Ability to hold information on vacant positions, the organization structure highlighting the chain of command in the organogram.
	Disciplinary Module	<ul style="list-style-type: none"> i. Capture case details ii. -Disciplinary committee decision iii. -NYS council decision (depending on the case) iv. -Appeal v. Ability to capture disciplinary issues (date, type etc.) and keeping record of the action taken and by who.
	Grievances Module	Ability to capture grievance issues recorded by employees and the actions taken and by who.
	Employee Administration	<ul style="list-style-type: none"> i. Capture and store employee personal

		<p>details</p> <ul style="list-style-type: none"> ii. Generate unique ID for each new Employee iii. Capture and store employee insurance and medical details iv. Alert the employee for training and Capture training details v. Maintain pension details for each employee vi. Update the employee designation and salary structure and alert the employee for it. vii. Update the status of the employee details after the separation viii. Capture the employee applications ix. Store the list of training institutions with details Alert the employee about training schedule/programme
	<p>Leave Management</p>	<ul style="list-style-type: none"> i. Ability to initiate leave application online ii. Ability to capture leave details of an employee. iii. Ability to generate unique ID for each leave application. iv. Ability to send a acknowledge mail to the applicant with the reference number generated for the application. v. Ability to alert the HOD of Applicant for pending leave applications and HR. Display the leave balance

		<p>of the employee.</p> <ul style="list-style-type: none"> vi. Ability to approve or reject the leave, simultaneously. vii. Ability to alert the employee by sending an e-mail that his leave has been accepted or rejected. viii. Ability to send alert to HR after approval of leave application. ix. Ability to automatically deduct leave from employee leave account and update the system x. Ability to send alert to applicant for leave about leave approval and update leave balance. xi. Calculate leave allowance for employee who has taken more than half the leave due.
	<p>Performance Appraisal module</p>	<ul style="list-style-type: none"> i. Continuous appraisal and assessment. ii. Record and plan performance appraisals iii. Generate and provide user friendly appraisal templates iv. Ability to facilitate the employee complete his/her self appraisal online and an alert being sent to his supervisor for review. v. Ability to track the appraisal status. vi. Ability to allow the supervisor to enter remarks and send it to second supervisor. vii. Ability to allow second supervisor to enter remarks and send it to HR Manager

		<ul style="list-style-type: none"> viii. Ability to send an alert to the HR Manager regarding the final appraisal comments and update records. ix. Ability to update appraisee on appraisal feedback.
	Recruitment and selection	<ul style="list-style-type: none"> i. Management of the entire recruitment cycle. ii. Approval letter processing for candidates. iii. Creation of employee profile required for each job. iv. Viewing of position occupancy at a glance. v. Definition of skills and deployment requirements for jobs and positions, including qualifications, training, work experience, age, etc. vi. Registration of applicant details, including personal information, qualifications, training, work experiences, references, etc. vii. Automatic transfer of selected applicant's information to employee records.
	Recruitment Reports	<ul style="list-style-type: none"> i. Application by County and Gender ii. Applicants by ethnicity and Age iii. Indent iv. Selected By County and Disabled

		<ul style="list-style-type: none"> v. Selected by County and Gender vi. Selected by ethnicity and age vii. Shortlisted by County and disability viii. Shortlisted by County and Gender ix. Shortlisted by ethnicity and Age x. Vacancy process summary by Age, Gender etc. xi. Vacancy process summary
	Employee Clocking and time attendance	<ul style="list-style-type: none"> i. Connect to existing employee records and store a sizable duration of employee access logs. ii. Upload fingerprint data directly from the central command server to all the access control/time & attendance units in the network. iii. Successfully authenticate to allow or deny access to an officer or visitor by use of; Biometric Fingerprint Keypad access via User Code and Password iv. be able to log the authenticated or denied access in the device storage memory in the Back-end Database v. Allow maximum storage of transactions before deletion <p>able to utilize the retrieved logs for Human Resource purposes and should be able to help in</p>

		<p>computing;</p> <ul style="list-style-type: none"> • Clock in time of staff • Clock out time of staff • Break in and break out time of staff • Over time computations per staff • Present Staff • Absent Staff • Current location of staff within the corporate facilities. • Effective Working hours of an employee • Early log in per officer • Early departures per employee • Remote clock in by HR for employees absent with permission • Customized reports that may be required by HR, security and management personnel
	<p>Clocking Reports</p>	<ul style="list-style-type: none"> i. Outstanding clocking activities for admin personnel to take corrective measures ii. Daily activities of a staff detailing lateness and overtime absenteeism, and short hours. iii. Produce worksheet of a user and approval given for that particular person for working overtime. iv. Summarized report of staff attendance

		<ul style="list-style-type: none"> v. Report of attendance summarized daily. vi. Report of attendance summarized monthly. vii. Listing of leaves that have been taken by staff. viii. Gross calculation of worked hours of all staff based on their pay rate etc. and any other employee clocking reports that may be required by the Human Resource Department or Management.
	Training and development	<ul style="list-style-type: none"> i. Allow online course request by staff; ii. Project trainings; iii. Announce courses; iv. Award courses; and v. Course approvals vi. System should have ability to generate unique ID for Training program. vii. Allow creation of time sheets for training programs viii. Be able to alert the employees on training program ix. Maintain the database of Training program x. Capture the details of training report and evaluation form xi. Able to update the employee skills database

	Human Resource Reports	<ul style="list-style-type: none"> i. Establishment reports; ii. Staff turnover report; iii. Skills inventory; iv. Ethnicity summary; v. Gender mainstreaming; vi. Staff per cadre; vii. Staff profile; and viii. Staff age distribution. ix. Register of employees (with data per employment act- age, sex, occupation, skill mix, Nationality, date of employment). x. Performance management report. xi. Attendance management report. xii. Training report xiii. Leave Report. xiv. Concluded cases and appeals; xv. Cases forwarded to NYS council; and xvi. Nature of cases.
	Deployments/Placements	Deployment and assigning of Staff into jobs or positions
	Payroll	<ul style="list-style-type: none"> i. Integration between Payroll and Finance for real time financial reporting; ii. Multiple user capability; iii. Many employee accounts; iv. Process both permanent staff and casuals, interns & part time lecturers; v. Deduction and earning codes; and vi. On-line query capability. vii. Ability to upload data from other system viii. Maintains updated information of all the

		<p>employees' payroll information.</p> <ul style="list-style-type: none"> ix. Communicate to employees any changes in the payroll details. x. Updating payroll details if one for example takes more than 15 days of leave (leave allowance) xi. Processing payroll in good time xii. Should be able to define parameters in terms of deductions, fringe benefits, earnings
	Payroll Reports	<ul style="list-style-type: none"> i. Online Pay slips and P9 form; ii. Direct Deposits by Bank report; iii. Loans outstanding report; iv. Statutory reports and online remittance for: <ul style="list-style-type: none"> a. -PAYE b. -NSSF c. -NHIF v. Bank loans; vi. User definable reports; vii. Employee deductions; and viii. Payroll register. ix. ERP should have ability to automatically send payslips to the user email address once processed
	Pension management	<ul style="list-style-type: none"> i. Contributor record history ii. Pension contribution management. iii. Pension payment management. iv. Computation pension payable to contributors

		<p>depending on type of retirement and term of contribution.</p> <p>v. Automatic computation of expected maturity values.</p>
	Pension Report	<p>i. Contributors listings; and</p> <p>ii. Payments received reports.</p>
6. ELECTRONIC DOCUMENT MANAGEMENT SYSTEM	EDMS	<p>i. Document Input</p> <p>ii. Document Indexing</p> <p>iii. Have a A robust search features</p> <p>iv. Document Processing</p> <p>v. Workflow Automation</p> <p>vi. Document Security</p> <p>vii. User Dashboard</p> <p>viii. Customization</p> <p>should provide a certain level of customization allowing users to:</p> <ul style="list-style-type: none"> • Create customized Windows and Records • Generate Custom Fields and Reports • Add custom Document Attributes • Describe custom workflow • Create Custom Dashboard Reports <p>ix. Version control</p> <p>x. Universal format support</p> <p>xi. Reduced physical storage</p>
7. CUSTOMER RELATIONSHIP MANAGEMENT MODULE	CRM	<p>i. Tracking, data visualizee customer complains and update status on the dashboard</p> <p>ii. Be able to capture the following details of complainant i.e. S/No/Name, issue of complaint, time and</p>

		place of occurrence, unit of occurrence, status/action taken) iii. Summary report of customer complaints with customer details.
8. ICT HELP DESK MANAGEMENT SYSTEM	Help Desk System	i. Outstanding Ticket Management and Tracking ii. Historical Incident Database (Knowledge Base) iii. Quick Access to Statistics and Metrics iv. User-friendly Interface v. Quick Implementation and Support vi. Foundation in Industry Best Practices

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products

SECTION VI - SCHEDULE OF REQUIREMENTS

S/NO	SYSTEM MODULE	QUANTITY
1	Mobile Kit	1
2	School Management	1
3	Commercialization, Enterprise and Marketing	1
4	Supply Chain Management	1
5	Financial Management Module	1
6	Human Resource Management Module	1
7	Electronic document management System	1
8	Customer Relationship Management Module	1
9	ICT Help Desk Management System	1

SECTION VIII - PRICE SCHEDULE FOR SYSTEM

S/NO	SYSTEM MODULE	QTY	UNIT PRICE KSHS.	TOTAL PRICE - KSHS
1	Mobile Kit	1		
2	School Management	1		
3	Commercialization, Enterprise and Marketing	1		
4	Supply Chain Management	1		
5	Financial Management Module	1		
6	Human Resource Management Module	1		
7	Electronic document management System	1		
8	Customer Relationship Management Module	1		
9	ICT Help Desk Management System	1		
	Total Cost Inclusive Of 16% VAT (to be carried to the form of tender)			

.....
Signature and Stamp of Tenderer

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

All prices to be inclusive of all applicable taxes and one-year warranty

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

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

FORM OF TENDER

Date: 6TH April, 2021
TENDER NO. NYS/PROC/28/2021

To: **THE DIRECTOR GENERAL/CEO,
NATIONAL YOUTH SERVICE
P. O. Box 30397-00100
NAIROBI**

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General:

Business Name

 Location of business premises.

 Plot No..... Street/Road

 Postal Address Tel No. Fax E mail

 Nature of Business

 Registration Certificate No.

 Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers Branch

	Part 2 (a) – Sole Proprietor												
	Your name in full Age												
	NationalityCountry of origin												
	<ul style="list-style-type: none"> • Citizenship details • 												
	Part 2 (b) Partnership												
	Given details of partners as follows:												
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Name</td> <td style="width: 25%; text-align: center;">Nationality</td> <td style="width: 25%; text-align: center;">Citizenship</td> <td style="width: 25%;"></td> </tr> <tr> <td style="text-align: center;">Details</td> <td style="text-align: center;">Shares</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">1.</td> <td colspan="3">.....</td> </tr> </table>	Name	Nationality	Citizenship		Details	Shares			1.		
Name	Nationality	Citizenship											
Details	Shares												
1.												

	<p>.....</p> <p>2.</p> <p>.....</p> <p>3.</p> <p>.....</p> <p>4.</p> <p>.....</p>																														
	<p>Part 2 (c) – Registered Company</p>																														
	<p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs.</p> <p style="padding-left: 40px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 35%; text-align: center;">Name</th> <th style="width: 15%; text-align: center;">Shares</th> <th style="width: 20%; text-align: center;">Nationality</th> <th style="width: 15%; text-align: center;">Citizenship</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Shares	Nationality	Citizenship	1	2	3	4	5
	Name	Shares	Nationality	Citizenship																											
1																											
2																											
3																											
4																											
5																											
	<p>Date Signature of Candidate</p> <p>.....</p>																														

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

FORM OF TENDER SECURITY

WHEREAS (Hereinafter called "the Tenderer") has submitted his tender dated for the construction of
..... (Name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at (hereinafter called "the Bank"), are bound unto (hereinafter called "the Employer") in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or

If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

- (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, 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 said date.

[Date [

[signature of the Bank]

[Witness]

[Seal]

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*Country of Procurement entity*] (Hereinafter called "the Procuring entity) of the one part and [*Name of tenderer*] of [*City and country of tenderer*] (Hereinafter called "the tenderer") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[Name of procuring entity]

WHEREAS [Name of tenderer] (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [Reference number of the contract] dated _____ 20 _____ to supply [Description of goods] (Hereinafter called "the Contract").

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

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

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

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

Signed and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To
[Name of procuring entity]

[Name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,
Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS [Name of the manufacturer] who are established and reputable manufacturers of [Name and/or description of the goods] having factories at [Address of factory] do hereby authorize [Name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against **TENDER NO.NYS/PROC/28/2021** for the above goods manufactured by us.

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

[Signature for and on behalf of manufacturer]

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

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: TENDER NO.NYS/PROC/28/2021

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

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) ofdated the...day of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED
Board Secretary

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We **(insert the name of the company / supplier)**----- declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of NYS
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That NYS may have.

NameSignature..... Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We ***(insert the name of the company / supplier)*** -----
declares and guarantees that no person in our organization has or will be
involved in a fraudulent practice in any procurement proceeding.

Name Signature..... Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We *(insert the name of the company / supplier)* -----
declares and guarantees that no director or any person who has any controlling
interest in our organization has been debarred from participating in a
procurement proceeding.

NameSignature..... Date