



**THIKA WATER AND SEWERAGE COMPANY  
LIMITED**

**(THIWASCO)**

**TENDER NO:THIWASCO/050/2020-2021  
UPGRADE OF EXISTING SAGE EVOLUTION  
SYSTEM**

**MANAGING DIRECTOR  
THIKA WATER AND SEWERAGE COMPANY LTD,  
P.O. BOX 6103 - 00100, THIKA – KENYA.**

**(2020-2021)**

**CLOSING DATE:10<sup>TH</sup> NOVEMBER 2020 AT 12.00NOON**

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**Tender REF No. (THIWASCO/050/2020-2021)**

**Tender name: (upgrade of existing sage evolution system)**

- 1.1 The 1.1 Thika Water and Sewerage Company Ltd (THIWASCO) invites sealed tenders from eligible candidates for upgrade of existing sage evolution system
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **(Thika Water and Sewerage Company located along Haile Selassie Road near Chania Falls)** during normal working hours during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of *kshs. 1,000.00* **(THIKA WATER AND SEWERAGE COMPANY LTD, EQUITY BANK ACCOUNT:0090294392028, EQUITY PLAZA, THIKA BRANCH)**. *Tender documents code-027* or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website [www.thikawater.co.ke](http://www.thikawater.co.ke). Bidders who download the documents from the website **MUST** also forward their particulars immediately for records via email to [procurement@thikawater.co.ke](mailto:procurement@thikawater.co.ke).
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of (120) days from the closing date of the tender.
- 1.1 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at **(our offices near the Procurement office or if by post to be addressed to:**  
**Managing Director,**  
**Thika Water and Sewerage Company,**  
**P O Box 6103 - 01000,**  
**Thika.**  
*So as to be received on or before Tuesday, 10<sup>th</sup> November 2020 at 12.00 noon*

- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **Thika Water and Sewerage Company Ltd Main Offices near Blue Post Hotel.**

## **SECTION II – INSTRUCTIONS TO TENDERERS**

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than 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 who have received the tender documents"

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

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in

response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

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

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

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.



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

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

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

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

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

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

2.12.7 The tender security may be forfeited:

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

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

(i) to sign the contract in accordance with paragraph 30

**or**

(ii) to furnish performance security in accordance with paragraph 31.

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

## 2.13 Validity of Tenders

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

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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

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

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

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

## **2.15 Sealing and Marking of Tenders**

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

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

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE(day, date and time of closing),"

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

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

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)

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

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

## **2.17 Modification and withdrawal of tenders**

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

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

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

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

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

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ...(*time, day, and date of closing*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.19 Clarification of tenders**

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

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

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

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

## **2.21 Conversion to a single currency**

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

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

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

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

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

(a) operational plan proposed in the tender;

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

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

(a) ***Operational Plan.***

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

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

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

**2.23. Contacting the procuring entity**

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

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

## **2.24 Award of Contract**

### **a) Post qualification**

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

### **b) Award Criteria**

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

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or

tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

## **2.25 Notification of award**

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

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

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

## **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance



security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

## **2.28 Corrupt or Fraudulent Practices**

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

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

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

ITT	Particulars of appendix to instructions to tenderers		
2.1	Eligible Particulars of eligible tenderers: <b>OPEN</b>		
2.3	Complete manual tender document may be obtained by interested candidates upon payment of a non-refundable fee of (Kshs.1,000.00) ( <b>THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH</b> ). <i>Tender documents code-027</i> or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website <a href="http://www.thikawater.co.ke">www.thikawater.co.ke</a> . Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to <a href="mailto:procurement@thikawater.co.ke">procurement@thikawater.co.ke</a> .		
2.7	Language of tender: <b>Documents prepared by the tenderer shall be written in English</b> language		
2.10.4	Validity of tender prices: <b>Tender prices shall remain valid for 120 days up from date of opening</b>		
2.11	Prices shall be quoted in <b>Kenya Shillings</b>		
2.12	Tender eligibility and qualifications: Refer to the Evaluation Criteria		
2.14	Form of tender security: <b>shall furnish, as part of its tender, a tender security of Kshs.100,000 from tender security providers approved by PPRA/ a reputable financial institution or inform of a banker cheque</b>		
2.15.1	Validity of tenders: <b>Tender prices shall remain valid for 120 days up from date of opening</b>		
2.17.2 b)	Day, Date and time of closing: Tuesday 10 <sup>th</sup> November 2020 at 12.00 noon		
2.18	Deadline for submission of tenders: Tuesday 10 <sup>th</sup> November 2020 at 12.00 noon		
2.20	Opening of tenders: Tuesday 10 <sup>th</sup> November 2020 at 12.00 noon		
2.21	<b>Serialization-Serialize every page of the bidding documents</b>		
	<b>EVALUATION CRITERIA-UPGRADE OF EXISTING SAGE EVOLUTION SYSTEM</b>		
	<b>A.</b>	<b>MANDATORY REQUIREMENTS</b>	<b>REFERENCE-INDICATE SERIAL NO OF YOUR TENDER WHERE EVIDENCE IS PROVIDED</b>
	A1	Valid tax compliance certificate (i.e. not more than 12 months with effect from date of submission of bids)	<b>YES/NO</b>
	A2	Certificate of incorporation or business registration.	<b>YES/NO</b>
	A3	Certified audited accounts for the last 3 years 2017,2018 ,2019 (N/A to newly incorporated companies)	<b>YES/NO</b>
	A4	Copy of current business permit/trade license	<b>YES/NO</b>
	A5	Confidential business questionnaire duly completed detailing directors/partners/sole proprietorship	<b>YES/NO</b>
	A6	Certificate of Confirmation of Directors and Shareholding (up to date CR12) for limited company or/ an ID Card for Sole Proprietorship/partnership	<b>YES/NO</b>
	A7	Bid documents must be submitted in two copies marked “original” and “copy”	<b>YES/NO</b>
	A8.	Evidence of supply, delivery and installation of the system in two firms and for a period of more than 1 year. (Attach evidence)	<b>YES/NO</b>

**Note: Noncompliance with any MANDATORY requirement will automatically result in disqualification**

<b>B.</b>	<b>GENERAL REQUIREMENTS</b>	<b>REFERENCE-INDICATE SERIAL NO OF YOUR TENDER WHERE EVIDENCE IS PROVIDED</b>	<b>MAXIMUM POINTS</b>
B1.	provide copies of certified audited accounts for the last three years (2016-2017,2017-2018,2018-2019)		8
B2.	Delivery period -1-3 days-----5 -4-7 days-----3 -over 1 week-----1		6
B3.	Indicate the credit line period you intend to give to the company 30days and above-----5 29 days and below-----2		6
	<b>A. Organization structure and Company profile</b> <b>(i) The Firm</b> (a) Age =>5 years= 3 points, (b)Less than 5-3years= 2points, (c)Less than 3-1 years= 1 point, (d)Less than 1 year = 0 points)		3
	<b>B. Staff Establishment (10 Points)</b> (a) Size (staff compliment= >10 = 10 Points, (b) Less than 10- 6= 2 points, (c)Less than 6= 0		10
	<b>C. Management (3 points)</b> (a) Directors (>50% Kenyan owned (3 points) (b) Less than 50% (2 points)		3

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	<b>Evidence of technical professionals with relevant certifications proposed as the project team structure to deliver the project</b>	<b>REFERENCE-INDICATE SERIAL NO OF YOUR TENDER WHERE EVIDENCE IS PROVIDED</b>	<b>MAXIMUM POINTS</b>
	<p><b>Attach CV's of key staff (16 points)</b></p> <p><b>A. CEO (4 Points)</b></p> <p>i. Degree in the relevant area from a recognized university (1 Point)</p> <p>ii. Professional qualifications-(Systems management, computer networking, information management) (1 point)</p> <p>iii. General experience in management of at least 5 yrs. (1point)</p> <p>iv. Specific experience (Systems management, computer networking, information management)-5yrs (1 Point)</p> <p><b>B. IT Specialists (4 Experts) 3 Points each (12 points)</b></p> <p>(i) Bachelor's degree in IT or related field, 2 professional qualifications (MCSE, MCDBA or any other recognized 2 qualification) (4 points)</p> <p>(ii) General experience in IT field 3 yrs. (4 points)</p> <p>(iii) Specific experience (Installation, configuration and support of ERP system) 5 yrs. (4s point)</p>		16
	<p><b>C. Other relevant personnel (3 technical support staff) (6 Points)</b></p> <p>i. Finance (2 points)</p> <p>ii. Human Resource (2 points)</p> <p>iii. Procurement (2 points)</p> <p>Clear project plan indicating start and end of project implementation milestones and responsibility. ( 5 points)</p> <p>Supply, installation, configuration, testing and commissioning lead time (5Points)</p> <ul style="list-style-type: none"> <li>• Upto 90 days (5 points)</li> <li>• Upto 100 days (3points)</li> <li>• beyond 120 days (1 points)</li> </ul>		6
	<p><b>Firms after sales maintenance support (9 points)</b></p>		9
	<p>(i) Trained local support personnel (engineers, technicians etc) Cvs (2points)</p> <p>(ii) Warranty terms and conditions (2 points)</p> <p>(a) <math>\geq</math> 1 year (2 points)</p> <p>(b) <math>&lt;</math> 1 year (1 points)</p> <p>(iii) Upgradeability of the software ( 5point)</p> <p>(iv) Evidence of two (2) SLA and Annual Technical Support Service Contract currently under implementation or implemented in at least one of the</p> <p>(v) last one year (2 points)</p>		

		<b>REFERENCE- INDICATE SERIAL NO OF YOUR TENDER WHERE EVIDENCE IS PROVIDED</b>	<b>MAXIMUM POINTS</b>
	<b>REFERENCE SITES (10points)</b>		
	<b>Evidence of projects implemented with completion certificates</b>		
	At least 5 similar projects/implemented with reference letters from the agencies of Not more than five years. The references should demonstrate similar experience in installation, configuration, testing, commissioning and maintenance of Enterprise Resource Planning system and the firm's capability to offer seamless integration of back-office systems. Bidder must list five clients in the last five years and attach the following; i. Letters of recommendations (1 point for each of 5 sites) ii. Recognition and Awards at least 5 (1 point for each of 5 wards)		10
	<b>Methodology And Work Plan</b> Adequate demonstration of the Implementation methodology (14 point) i. Work plan (2 point) ii. Process discovery and documentation (2 point) iii. Development of the module (2 point) iv. Integration of modules and databases (2point) v. UAT (2 point) vi. Knowledge Transfer (2 point) vii. Go live (2 point)		14
	<b>Solution technology and Framework as per the systems Requirements questionnaire</b> •Adequate provision of the General Systems Requirements (Operating Environment, Systems Architecture, Interface and security) (10 points)		10
	Provision of a clear technical design of the solution including Application and Infrastructure architecture. (7points)		7
	<b>GRAND TOTAL</b>		<b>100</b>

	<p>(i) Bidders must meet all the mandatory requirements to qualify for technical evaluation.</p> <p>(ii) To qualify for financial evaluation, the bidder must score a minimum of 70 points (70%) in the technical evaluation.</p> <p>(iii) Any information provided by the bidder may be verified by the company as part of due diligence and if information is found to be false, the company may be disqualified.</p>
2.24	The bidders who will qualify in technical evaluation will give a live software demo for the system tendered for and the system must have been used in 2 companies and for a period of more than 1 year
2.25	Award Criteria; Award will be made to the lowest evaluated bidder for all modules.
2.29	Particulars of performance security: 10% of the contract amount

## SECTION III GENERAL CONDITIONS OF CONTRACT

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

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Right’s**

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

### **3.6 Performance Security**

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

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

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

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

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

### **3.7 Inspections and Tests**

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

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

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either

replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

### **3.8 Payment**

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

### **3.9 Prices**

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

### **3.10 Assignment**

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

### **3.10 Termination for Default**

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

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

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

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

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

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

### **3.14 Resolution of disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.7	Specify performance security: <b>10% of the contract price</b>
3.12	Specify method payments: <b>payments shall be made upon receipt of the services or the invoice</b>
3.9	Specify price variation allowed: <b>None</b>
3.18	Specify resolution of disputes: <b>Disputes to be settled as per the arbitration laws of Kenya</b>
3.19	Specify applicable law: <b>laws of Kenya</b>

## SECTION V – SCHEDULE OF REQUIREMENTS AND PRICE

This part will include any deliverables under the service contract

<b>No.</b>	<b>Item Description</b>	<b>Indicate Delivery Period</b>	<b>Qty</b>	<b>Unit Cost in Kshs. Inclusive of VAT</b>	<b>Total Cost in Kshs. Inclusive of VAT</b>
1.	System Software		1		
2.	Implementation and training		31		
3.	System Maintenance and Support		1-year renewable		

## **SECTION VI      DESCRIPTION OF SERVICES**

### **Scope & Deliverables**

#### **Human Resource Management System Modules**

##### **1. Employee Information Management/Personnel Management Module**

HRM solutions should include a complete directory of employee profiles that can include personal information, job and salary history, banking and tax details, insurance plans, time off requests, disciplinary history, document attachments, performance feedback or any other custom fields important for the company. This keeps all of your employees' information linked to the main record, for ease of tracking and reporting. HRIS systems can provide an employee self-service portal, letting them log in and view important information as well as a knowledge base of informative documents.

- Employee Records and Database
- Employee Self-Service Portal
- Job History
- Salary History
- Disciplinary History
- Insurance Plans
- Banking and Tax Details
- Time Off Used and Accrued

##### **2. Employee self service module**

To empower employees, manage their own Human Resource Processes.

##### **Employees can:**

- Apply for leave
- Manage their claims
- Manage their own personal details like bank accounts and next-of-kin information
- View current and previous pay slips and tax certificates as well as printing selected reports
- Complete performance reviews
- Apply for training
- Upload qualifications



**Managers can:**

- Job requisition
- Approve transactions
- Manage performance reviews
- Manage surveys
- View the leave of all their employees on the team calendar
- Print reports

**3.Leave Management**

The system should allow to configure the leave function to meet the company policies.

Each leave type should be clearly defined using different Color codes and has Automated leave calculation.

The system should be able to Schedule of Leave reports to managers or can be displayed online via Self – Service portal.

- Leave entitlements created as per the conditions of employees for each employee.
- History of leave taken (all leave types)
- All Other types of leave taken
- Leave by Department/Section
- Financial accrual and liability of leave days
- Calculation of Leave balances at any given moment.
- Leave reports per leave type, Department/Section etc.
- Overtime management & links to payroll module.
- Shift management or work schedule.

PERFORMANCE MANAGEMENT	
	The system shall have a performance management module that includes Balance score card
	The system shall have a "Diary System" to automatically bring up forthcoming performance reviews (reminder)
	The system shall make it possible for the user to define and create performance reviews
	The system shall be able to produce evaluation scores and avail them for Management decisions
	The system shall have a module on competence management, skill gap analysis (TNA) and succession planning
	The system shall be able to generate reminders for employees who are due for transfer/confirmation as per the HR manual
	The system shall be integrated to the payroll

**4.Performance Management**

The system should be able to define performance agreements and competencies per position, with specific objectives for execution per employee. Transaction history includes performance, competency and, free-format reviews; value assessments that form part of 360° reviews; performance goals and development plans per employee.

**5.Payroll Module**

The system should have the facility for recording of all employee and compensation data, ensuring consistency and accuracy of information across multiple business units. Accurately manage compensation and benefits for your workforce using our secure and highly configurable set of features. Ability to integrate with numerous finance and accounting applications to automatically pass workforce related costs to journals and accounts. Use a wide range of on-demand reports to keep track of all compensation and benefits data.

Key features:

- Create unlimited companies, hierarchical levels, employees, pay period configurations, and pay runs to make the system boundless.
- Create unlimited Earning, Deduction, Company Contribution, Fringe Benefit or Provision definitions.
- Receive all the latest statutory updates to ensure you're always compliant.
- Do net-up calculations of salaries and wages and net-pay splits between bank accounts.
- Multiple payslips per pay period which can be consolidated into a single printable payslip when need be.
- A full history of every period is stored separately and can be recalled at any time.
- Customize the leave functionality to meet company policies.

- Extract reports for a single company or consolidated report for multiple companies.

## 6.Reporting

Data captured in HR systems is useless unless it can be retrieved in a more user-friendly manner hence the HR department utilises various reporting mechanisms to analyse and interpret HR data.

The system should be able to allow Users to design and deliver reports that visualize their data using charts, graphs, and video files.

Variance reports on payroll transactions as well as any other finance related data like budgets (per Division/ Department/Section/ cost centre etc.)

- The facility to generate organization structure charts.
- Produce statutory reports (payroll, skills development etc.)
- Facilitates the viewing of HR related data in a graphical format
- Standard graphs: age analysis, years of service, head count and salary by grade.
- Extract/view data in a quick format.
- This user-friendly reporting tool, drag-and-drop facility
- The various quick reports can be saved for use at a later stage
- The ability to create drill downs, what-ifs and graphics
- The ability to generate simple as well as complex reports at the click of a button.
- Users can create own reports and include with the standard report menus

### TECHNICAL EVALUATION

No.	Item	Specification Offered	Compiled/upgrade/downgrade
1	Employee Information Management/Personnel Management Module		
2	Employee self service module		
3	Leave Management		
4	Performance Management		
5	Payroll Module		
6	Reports		

NO.	Item	Marks	Marks Scored
-----	------	-------	--------------

<b>1</b>	Employee Information Management/Personnel Management Module	<b>20</b>	
<b>2</b>	Employee self service module	<b>20</b>	
<b>3</b>	Leave Management	<b>20</b>	
<b>4</b>	Performance Management	<b>10</b>	
<b>5</b>	Payroll Module	<b>20</b>	
<b>6</b>	Reports	<b>10</b>	
	<b>TOTAL</b>	<b>100</b>	

## **Procurement Modules**

<b>OVERVIEW</b>	
	The system shall allow designated users to submit their requests electronically from anywhere in the organization.
	A formal requisition the system shall track the status of the requisition from initial request to final approval and actual purchase/issuing of the items from stock
	The requestor shall be notified on the progress of his/her request.
	The system must provide all screens, documentation and help (on screen and electronic/printed manuals) in UK/US English.

### **Inventory module (Warehouse)-**

The system shall allow issuance of several stock items in a single transaction.

- This system should have capability to ensure that each item included in the issue voucher is charged to appropriate account.
- The system shall not allow issuance of stock items when the items are not available in the store (i.e the system shall not allow negative balances). Further, the system shall provide an alert indicating quantity available in stock when a user is issuing the items in the system.
- The system shall automatically assign a new transaction ID for each issuing transaction.
- The system shall have a facility for posting of issuing transactions. This is necessary for control purpose.
- The system shall have a facility for posting of issuing transactions. This is necessary for control purpose.
- The system shall be able to issue stock items denominated in currencies.
- The system issuing module shall be linked to accounts receivable module
- The system shall be able to generate a printable Stores Issue Voucher for signing/ acknowledgement by Receiver
- The system shall be able to receive goods/services ordered from a different Office/Location [Including Assets, e.g Computers, Office Machines, etc] i.e. Goods received be reflected in the system and Goods Received Note be generated.

- The receiving and updating of records in the system shall be done after completion of quality inspection of the delivered items and generation and printing of Technical Inspection Reports.
- The system shall have more detail lines for receiving
- The system shall be able to generate printable Receiving/Certification Report for the received Goods/Services rendered to be signed by at least three staff
- For stock items, the system shall be able to recognize different Bins/Racks in a Warehouse/Store
- The system shall have a facility for rejecting delivered Goods/services. Further, the system shall be able to generate a printable Stores Returned or Rejection Voucher (Return to Supplier/contractor/service provider).
- The system shall be able to receive and store stock items denominated in currencies.

#### **Purchase order Module-**

Purchase Order/Contract shall be linked with approved Procurement Plan and sourcing module.

- Space for description (detail line) for Purchase order shall be enough so as to accommodate full description of the item.
- Delivery date shall be shown and printed on LPO/Contract; and the system shall give at least two alerts (when time reaches about half of the LPO/contract completion period and on completion date).
- The system shall have approval facility prior to printing of Purchase order/Contract. The approving facility shall be in a separate window.
- The system shall be able to use contracts' standard templates issued by PPRA
- The ERP system shall have unlimited PO lines.
- The system shall allow processing of LPO denominated in different currencies.
- The system should allow multiple approval levels at various stages
- The system shall automatically release the committed amount upon closure of PO for undelivered goods/services.

#### **Requisition module -**

- The system shall have facilities for stocktaking exercise and produce reports.
- The system shall have a facility that will enable users to drill down various information relating to PO, receiving, issues etc like the way it is in Intelligence explorer
- The system shall have facility to raise requisitions online and necessary alerts will be provided to responsible persons. Also, reminders/alerts/notifications will be provided to Stores/ procurement/ users staff
- The system shall allow retrieval and usage of the same Goods/Services Requisition form from user department as an Issue Voucher during issuing

<b>OVERVIEW</b>	
	The system must be fully integrated or fully interfaced; i.e. General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets, Payroll, Purchase order Processing, Inventory and Stores Control
	The system must include an integrated cashbook.
	The system must be able to provide as a minimum basic budgeting facilities.
	The system must support Accruals/Resource based accounting practices.
	The system must provide all screens, documentation and help (on screen and electronic/printed manuals) in UK/US English.

### TECHNICAL EVALUATION

No.	Item	Specification Offered	Compiled/Upgrade/Downgrade
1	Inventory module (Warehouse)-		
2	Purchase order Module-		
3	Requisition module -		
4	Reports		

No.	Item	Marks	Marks Scored
1	Inventory module (Warehouse)-	30	
2	Purchase order Module-	30	
3	Requisition module -	30	
4	Reports	10	
	<b>TOTAL</b>	<b>100</b>	

## Finance Module

<b>ACCOUNTS RECEIVABLES, STAFF ADVANCES, LOANS AND IMPRESTS</b>	
	Analysis and sorting of advances, loans, imprests and other accounts receivables in a multiplicity of ways, including: Type, field/head office, project, category, account, amount, Age, alphabetically.
	The system should have capability to generate receivables/advances reports in user defined formats and include all unaccounted-for advances, un-surrendered imprests, loans and other receivables.
	Report definition, update of analysis codes and staff advances, loans, imprests and other receivables accounts should be easy for end users with minimal computer literacy (does not require knowledge of computer syntax.
	The system should be capable to electronically integrate with General ledger, Cashbook, payroll, fixed assets, payables using online and batch methods.
	The system should permit enquiries on staff advances, loans, imprests and receivables file record and account status

<b>GENERAL LEDGER</b>	
	The General Ledger must be fully integrated or fully interfaced with Accounts Payable, Accounts Receivable, Cash Book and Fixed Assets.
	The system must be able to support multiple entities; for example, business units, separate companies (for example Trading companies).
	The system must maintain self-balancing ledgers.
	The system should apply updates in real time automatically to other modules, unless relating to a process which has been specifically designated as a batch process for control purposes; for example, cheques run processing.
	The system should have the ability to group cost centre/account codes into multiple summary code combinations for reporting purposes, in order to ensure that income and expenditure analyses reflect the Projects and Department's reporting hierarchy, which may vary from the standard chart of accounts 'view' of the Department.
	The system must support multiple transaction types.
	The system must operate in multiple currencies with the ability for different entities to designate different base currencies.

- The applications should be able to do intelligent reporting i.e. complete financial report with notes, cash flows etc.
- It should have a workflow.
- It should have module to do analytical analysis inform of graphs, pie charts etc which should be comparative inform of months and years
- Voucher management module.
- Should have on top controls.
- Have fixed asset modules
- It should have a budget check module

### General Features of the ERP System

- 1.It should be a cloud-based system that support windows, android and IOS platforms
- 2.It should have strong access controls i.e. use of OTP for authentication

CONTROL ACCESS	
	The system should allow for each user to be assigned to a user group; for example, by job function or departmental structure/hierarchy.
	The system should allow the definition of different levels of access control for each user group to allow for segregation of duties and delegated financial authority levels; for example, supplier creation, supplier modification, invoice entry and invoice authorization.
	The system should provide full access control at both a functional level and a data level.
	The system must not display any function or information to which the user has not been granted access:
	· menus/screens
	· transaction types; i.e. documents
	· transaction data; i.e. single accounts or groups of accounts
	· standing data
	The system must split access control by activity:
	· add
	· modify/change
	· delete
	· enquire



	· report
	The system must apply the access controls to the running of standard and ad-hoc reports / enquiries as well as the core functionality.
	The system should provide a configurable default user access control; for example, grant “enquire-all”, “change-none” type permissions.
	The system should be capable of operating on a network that will allow remote access; for example, using two-factor authentication via a key fob device and a network password/OTP

### TECHNICAL EVALUATION

No.	Item	Specification Offered	Compiled/Upgrade/Downgrade
1	Accounts Receivables, Staff Advances, Loans And Imprests		
2	General Ledger		
3	Analytical Analysis Module		
4	Voucher Management Module		
5	Fixed Asset Module		
6	Budget Management Module		
7	Reports		

No.	Item	Marks	Marks Scored
1	Accounts Receivables, Staff Advances, Loans And Imprests	20	
2	General Ledger	20	
3	Analytical Analysis Module	10	
4	Voucher Management Module	20	
5	Fixed Asset Module	10	
6	Budget Management Module	10	
7	Reports	10	
	<b>TOTAL</b>	<b>100</b>	

### **Implementation and Training:**

Provide an installation plan. This plan shall be detailed enough so that THIWASCO shall know every step of the installation process. Each task shall be broken out and described in detail.

Also the program implementation schedule should be provided.

Provide user training approach that will properly prepare staff, supervisors and other personnel on the day-to-day use of the System software. Provide training approach that will properly prepare the ICT staff in the administration, management and any planned and unplanned maintenance of the System software.

## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

## FORM OF TENDER

Date \_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* \_\_\_\_\_ *[In the capacity of]*

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

**CONTRACT FORM**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring entity’s Notification of Award.

- 3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

## TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

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

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

supply.....

[Description services](Hereinafter called “the contract”)

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....  
*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*



**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

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

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

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

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**