

**PUBLIC PROCUREMENT OVERSIGHT AUTHORITY**  
*Transforming Procurement*



**TENDER DOCUMENT**

**FOR**

**PROVISION OF CLOUD BASED E-BOARD  
MANAGEMENT SYSTEM**

**TENDER NO. PPOA/10/2015-2016**

**SUBMISSION DEADLINE: 06th April 2016**

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**SECTION I****- INVITATION TO TENDER**

	<b>PUBLIC PROCUREMENT OVERSIGHT AUTHORITY</b> <i>Transforming Procurement</i>
National Bank Building Telephone No. +254 (020) 3244000, 2213106/7 Fax: +254 (020) 2213105, 3244399, 3244288 E-mail: info@ppoa.go.ke When replying please quote: Tender No. PPOA/10/2015-2016	P.O. Box 58535-00200 NAIROBI KENYA

**RE: TENDER. NO. PPOA/10/2015-2016- PROVISION OF CLOUD BASED E-BOARD MANAGEMENT SYSTEM**

The Public Procurement Oversight Authority is tendering for the above service. In this regard, PPOA invites tenders from interested firms to provide the said system. Details of the required information can be downloaded **FREE OF CHARGE** from PPOA website [www.ppoa.go.ke](http://www.ppoa.go.ke) and the IFMIS website [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke)

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.

Tenders must be accompanied by a **Tender Security of Kenya Shillings Sixty Thousand (60,000)** in form of a guarantee from a reputable bank or an insurance company approved by PPOA payable to the Director-General, Public Procurement Oversight Authority.

Completed tender documents **MUST** be enclosed in plain sealed envelopes, marked with the **Tender Number and Name** and be deposited in the tender box provided at PPOA Offices, **10<sup>th</sup> floor, National Bank Building, Harambee Avenue, Nairobi** addressed to:

**The Director-General,  
Public Procurement Oversight Authority,  
P. O. Box 58535 – 00200,  
NAIROBI**

So as to be received on or before **Wednesday, 06<sup>th</sup> April 2016 at 10.00 a.m.** Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend the opening at the Board Room, 10<sup>th</sup> floor, National Bank Building, Harambee Avenue.

DIRECTOR-GENERAL

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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. PPOA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate
- 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 PPOA 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 PPOA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 There shall be no price to be charged for the tender document.
- 2.2.3 PPOA 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 5 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Technical Specifications
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security 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 PPOA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. PPOA 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 PPOA. 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. PPOA 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, PPOA, 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, PPOA, 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 PPOA, 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 2.8,2. 9, 2.10 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 PPOA 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 PPOA'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.

2.12.3 The tender security is required to protect PPOA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

2.12.4 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 Public Procurement Oversight Authority.
- d) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by PPOA as non-responsive, pursuant to paragraph 2.20

2.12.6 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 PPOA.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by PPOA 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 2.26

**or**

- (ii) to furnish performance security in accordance with paragraph 2.27

- (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 **120 days** or as specified in the invitation to tender after date of tender opening prescribed by PPOA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by PPOA as non-responsive.

2.13.2 In exceptional circumstances, PPOA 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 one "**ORIGINAL TENDER**" as appropriate.



2.14.2 The original 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 tender in an envelope, duly marking the envelope as **“ORIGINAL”**. And shall:

- (a) be addressed to PPOA at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE Wednesday, 6<sup>th</sup> APRIL 2016 at 10.00 a.m.”**

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

2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, PPOA 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 PPOA at the address specified under paragraph 2.15.1 no later than **06<sup>th</sup> APRIL 2016 at 10.00 am**

2.16.2 PPOA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of PPOA 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 PPOA 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 PPOA 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 2.12.8.
- 2.17.5 PPOA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 PPOA 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 PPOA will open all tenders in the presence of tenderers representatives who choose to attend, at **Wednesday, 06th April 2016 at 10.00 a.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as PPOA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 PPOA 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 PPOA 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 PPOA in PPOA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 PPOA 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 PPOA 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 22, PPOA 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. PPOA'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 PPOA 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, PPOA 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 PPOA 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 PPOA'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.***

PPOA 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 PPOA'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. PPOA 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 PPOA**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact PPOA 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 PPOA 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, PPOA 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 PPOA 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

PPOA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**b) Award Criteria**

2.24.4 Subject to paragraph 2.22 PPOA 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.

2.24.5 PPOA 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 PPOA's action. If PPOA determines that none of the tenderers is responsive; PPOA shall notify each tenderer who submitted a tender.

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

**2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, PPOA 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 PPOA pursuant to clause 2.26. 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 27, PPOA 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 PPOA notifies the successful tenderer that its tender has been accepted, PPOA 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 PPOA.

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 PPOA, 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 PPOA.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event PPOA may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	Particulars of eligible tenderers: <b>Firms registered in Kenya.</b>
2.2.2	Price to be charged for tender documents: <b>download the document free of charge</b> as directed
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:</b> i) <b>Certificate of Registration / Incorporation</b> ii) <b>Certificate of valid tax compliance</b>
2.12.2	Particulars of tender security if applicable. <b>Kshs. 60,000 valid for an additional thirty (30) days after the expiry of the tender validity period i.e. (150 days).</b>
2.12.4	Form of Tender Security: <b>The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by The Public Procurement Oversight Authority (PPOA).</b>
2.13	Validity of Tenders: <b>Tenders Shall remain valid for 120 days after date of tender opening</b>
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.
2.20.1	<p>Tenderers are required to submit copies of the following <b>MANDATORY DOCUMENTS</b> which will be used during Preliminary Examination to determine responsiveness:</p> <ol style="list-style-type: none"> <li>1) <b>Copy of certificate of Registration/Incorporation</b></li> <li>2) <b>Copy of Valid Tax Compliance certificate</b></li> <li>3) <b>Must Fill the Price Schedule in the format provided</b></li> <li>4) <b>Must Fill the Form of Tender in the format provided</b></li> <li>5) <b>Must Submit a Tender Security of Kshs. 60,000 valid for an additional thirty (30) days after the expiry of the tender validity period.</b></li> <li>6) <b>Must submit a dully filled up Confidential Business Questionnaire in format provided</b></li> <li>7) <b>Must submit written warranty of all software to be supplied</b></li> <li>8) <b>Must submit Manufacturers Authorizations or letter of product ownership</b></li> <li>9) <b>Must submit brochures/ technical literature</b></li> </ol> <p><b>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</b></p>
2.22	<p>Evaluation and comparison of Tenders: <b>The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.</b></p> <p><u>Selection Process</u></p> <p>Below is a description of the evaluation steps that will be adopted.</p> <p><b><u>STEP 1: Preliminary evaluation</u></b></p>

Instructions to tenderers	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS																	
	<p>This will be an elimination stage which will be done as per paragraph 2.20.1 above.</p> <p><b><u>STEP 2: Technical evaluation</u></b></p> <p>Tenderes will be required to provide technical details on their product that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore be considered for further evaluation</p> <ul style="list-style-type: none"> <li>▪ The short listed bidders from the proposed system technical evaluation shall be required to present their solution to evaluators / stakeholders. Only bidders who score 70% and above of the proposed systems technical evaluation will be subjected to the technical and functional demonstration of the solution. The non compliant submissions will be eliminated from the entire evaluation process and will not be considered further.</li> </ul> <p>The demonstration will be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> <li>▪ Demonstration of the functional and technical capabilities of the system and how it meets the requirements of the Public Procurement Oversight Authority;</li> <li>▪ User friendliness of the system;</li> <li>▪ Reporting capability of the system.</li> </ul> <table border="1" data-bbox="472 1003 1393 1310"> <thead> <tr> <th>Area</th> <th>Sub-area</th> <th>Rating / Scores</th> </tr> </thead> <tbody> <tr> <td>Preliminary evaluation</td> <td>Compliance evaluation</td> <td>Elimination</td> </tr> <tr> <td rowspan="2">Technical Evaluation (80%)</td> <td>Proposed systems evaluation</td> <td>50</td> </tr> <tr> <td>Demonstration of the functional and technical capabilities of the system</td> <td>30</td> </tr> <tr> <td>Financial (20%)</td> <td>Financial proposal</td> <td>20</td> </tr> <tr> <td><b>Total</b></td> <td></td> <td><b>100</b></td> </tr> </tbody> </table> <p><b><u>FINANCIAL SCORE</u></b></p> <p>Each of the financial submissions will be divided by the lowest financial quote to determine the financial score of each. This section will carry a total of 20% of the whole evaluation.</p> <p><b><u>COMBINED TECHNICAL AND FINANCIAL SCORES</u></b></p> <p><b>The following formula shall be used</b></p> <p><b>T.S (80%) + F.S (20%) = T.T.L (100%)</b></p> <p>T.S = Technical Score = (Technical Evaluation + site Visit ) as evaluated against the technical criteria</p> <p>F.S = Financial Score (computed as below)</p>	Area	Sub-area	Rating / Scores	Preliminary evaluation	Compliance evaluation	Elimination	Technical Evaluation (80%)	Proposed systems evaluation	50	Demonstration of the functional and technical capabilities of the system	30	Financial (20%)	Financial proposal	20	<b>Total</b>		<b>100</b>
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<b>Total</b>		<b>100</b>																



Instructions to tenderers	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	<p>FSL / FSC = FS</p> <p>FSC = Financial submission of the tender under consideration.  FSL = Financial score for the lowest tender.  FS = Computed financial score for each tenderer.</p> <p>T.T.L = Total Score</p> <p><b><u>STEP 3: Financial Evaluation</u></b></p> <p>This will include the following:-</p> <ul style="list-style-type: none"> <li>a) Confirmation and considering price schedule duly completed and signed</li> <li>b) Conducting a financial comparison</li> <li>c) Correction of arithmetical errors</li> </ul>
2.24 (a)	Particulars of post – qualification if applicable. <b>PPOA may carry out post qualification and inspect the premises, contact listed clients or documents provided i.e. Manufacturers Authorization to confirm details.</b>
2.24.4	Award Criteria: <b>Award will be made to the lowest evaluated bidder. Only one Bidder will be award.</b>
2.27	Particulars of performance security if applicable. <b>10%</b>
Other's as necessary	

## 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 PPOA 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 PPOA under the Contract.
- d) “PPOA” 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**

- 3.2.1 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

### **3.4 Patent Right’s**

- 3.4.1 The tenderer shall indemnify PPOA 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.

### **3.5 Performance Security**

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

- 3.5.2 The proceeds of the performance security shall be payable to PPOA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to PPOA 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.
- 3.5.4 The performance security will be discharged by PPOA 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.

### **3.6 Inspections and Tests**

- 3.6.1 PPOA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. PPOA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 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 PPOA.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, PPOA 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 PPOA.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 Prices**

- 3.8.1 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 PPOA'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.

### **3.9 Assignment**

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

### **3.10 Termination for Default**

3.10.1 PPOA 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 PPOA.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of PPOA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event PPOA 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 PPOA for any excess costs for such similar services.

### **3.11 Termination of insolvency**

3.11.1 PPOA 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 PPOA.

### **3.12 Termination for convenience**

3.13.1 PPOA 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 PPOA 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 PPOA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

3.13.1 PPOA'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.

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

### **3.14 Governing Language**

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

**3.15 Force Majeure**

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

**3.16 Applicable Law.**

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

**3.17 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

3.17.2 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
3.5	Specify performance security if applicable: <b>10%</b>
3.7	Specify method Payments. <b>30 days after invoicing and after delivery and issuance of Certificate of Completion.</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. <b>Client: 10<sup>th</sup> floor NATIONAL BANK BUILDING HARAMBEE AVENUE P.O. BOX 58535 – 00200</b>
Other's as necessary	Complete as necessary

## SECTION V – SCHEDULE OF REQUIREMENTS

### 5.1 Required Items

The PPOA is inviting suitably qualified bidders for the Supply and Implementation of an e-Board Management System for the Advisory Board. This system is intended to automate the Advisory Board processes on board meetings which are currently handled manually. We seek to partner with a vendor on a **one year agreement renewable yearly upto a maximum of three years subject to satisfactory performance.**

No.	Description of Goods	Quantity
1.	Provision of cloud based e-board management system including 1-year licenses	1

### 5.2 List of Related Services and Completion Schedule

No.	Description of Goods	Quantity
1.	Basic training for Board Members on usage	10 Pax
2.	Basic training for secretariat and system administration	8 Pax

The successful vendor will be required to deliver the system within **three (3) months** after contract signing or at an agreed date.

### 5.2 Payment Schedule

The payment terms of the project will be as follows:

Payment shall be made 30 days after invoicing. Before invoicing, bidder must have completed the whole project, SLA signed and a certificate of acceptance of the systems issued.



## **SECTION VI - TECHNICAL SPECIFICATIONS**

### **6.1 Introduction**

The Public Procurement Oversight Advisory Board (PPOAB) is composed of members appointed from professional bodies to provide leadership and advice the Authority as it endeavors to achieve the mandates stipulated in the Public Procurement and Disposal Act, 2005. The Advisory Board members have brought on board wealth of experience the Authority requires as it strives to ensure quality service delivery is rendered to the public.

The PPOA is inviting suitably qualified bidders for the Supply and Implementation of an e-Board Management System for the Advisory Board. This system is intended to automate the Advisory Board business processes on board meetings which are currently handled manually.

### **6.2 Problem Statement**

- i. There is lack of Board Management System that can be used to effectively manage and administer the board meeting business processes.
- ii. There is a lot of printing works in preparation of the board papers for each board member causing unnecessary cost overheads.
- iii. There is no central repository of board related documents, version control and archiving, making it difficult to access previous board resolutions, reports and minutes/agenda
- iv. There is lack of audit trail on accessibility and distribution of board meeting papers

### **6.3 Objective of the Assignment**

In view of the business processes and problem statement, PPOA desires to:

- i. Implement an e-Board Management System that will address the automation of the entire PPOA Board operations. This system will be available to both board members as well as the secretariat through a web portal (Internet based access).
- ii. Facilitate the dissemination/distribution of board papers in soft copies.
- iii. Improve efficiency and minimize costs by providing flexible, alert notification to board members and the secretariat whenever the board papers have been posted in the system and on pending issues. The notifications shall be in the form of emails.
- iv. Ensure that the board members and Secretariat are suitably trained in the usage of the eBoard Management System.

### **6.4 Scope of Work**

The scope of work includes:-

- i) The supply and configure a Board Management System with a web interface.

- ii) Setup of necessary IT security measures for the Board Management System.
- iii) Supply and installation/setup of the appropriate client software, licenses and kits.
- iv) Training of users: End users 10 board members, 5 Secretariat Staff and 3 system administrators(ICT)
- v) Provision of warranty after successful commissioning (go-live) of system.
- vi) Provision of support after go live
- vii) Preparation and timely submission of project reports.
- viii) Proposal must include cloud hosting with unlimited data storage and bandwidth for the first year. Depending on storage and bandwidth utilization for the first year the successful firm may negotiate to review the price for the second/third year of the contract period.

#### **6.4 Deliverables**

- i. Inception Report giving a detailed understanding of the assignment.
- ii. Project charter.
- iii. A detailed work plan with the resource requirements schedule.
- iv. Risk management report
- v. Functional Requirements Design
- vi. Weekly status reports
- vii. Training of administrators and end users
- viii. Installed and commissioned eBoard system
- ix. Installed and configured supporting hardware and software systems as applicable.
- x. Final project report
- xi. Warranty of 1 year for software
- xii. Service level agreement(SLA)

#### **6.5 Outcome and Performance Standards**

The vendor is expected to produce a complete project checklist, with milestone markers and delivery dates upon starting the project. The vendor should schedule weekly progress meetings for the duration of the project.

#### **6.7 Maintenance and Support**

Following the successful completion of the project, the vendor is required to provide the following support information regarding technical support and other vendor services.

- Materials describing the process for reporting a system failure in any of the components of the proposed system.
- The methods available for contacting tech support (phone, email, website, etc.) including escalation procedures.
- Standard warranty and maintenance for each of the components proposed.
- Upgrade path for the software and any annual support fee for the software.

#### **6.8 Documentation**

Following completion of the project, the vendor is required to provide the following documentation regarding the scope of the project:

- **Detailed Technical Report**-A document developed for the use of technical staff.
- **Executive Summary Report** - A document developed to summarize the scope, approach, and results, in a manner suitable for senior management.

## 6.9 Technical Specifications

The Recommended Minimum Technical Specifications for the system requested are described in detail below:

<b>Item</b>	<b>Requirement</b>
<b>Implementation</b>	Software as a Service (SaaS) – vendor <b>Must</b> provide unlimited storage capacity and must specify connectivity capacity to the hosting servers.
<b>Scalability</b>	The system must be scalable based on number of users.
<b>Ease of use</b>	The system and App interface must be simple and easy to use that even a computer novice can easily navigate
<b>Availability</b>	The system must be hosted and allow access over the internet 24hours 7 days a week. The solution provider will be required to sign a contract committing to give 99% availability assurance. The system should be designed for low bandwidth internet use.
<b>Redundancy &amp; Backup</b>	The system should be hosted in at least 2 separate locations which are being backed up daily. In the event of failure of one of the data centres, all other requests should be automatically directed to the backup data centres.
<b>Integration</b>	The system should have capability to integrate with the existing communication systems in the Authority such as the DMS for document management.
<b>Evaluations Module</b>	The system should be flexible enough to allow for different types of board evaluation and allow the user responsible to define their own questions for each evaluation This module should allow for facilitating board evaluation of its own performance, including that of the chairman, non-executive users and the CEO
<b>Minutes Modules</b>	Provide an interface for the Board Secretary & Committee Secretaries to capture the Agenda, Reports & Minutes of meetings directly into the system, capture actions to be taken and by whom and by what date
<b>Reports</b>	The system should have a feature that organizes reports and file as per the user requirements.

<b>iPad App/Android App</b>	Provide an App to be used on the iPad that can be accessed offline.
<b>Compatibility</b>	Should integrate easily with Microsoft Office products, support multiple browsers as well as Windows/Android/Apple tablets or any other equivalent.
<b>Data Security</b>	The provider to take responsibility of data security which will include storage and transmission over the internet, however the provider will have to convince ICT on measure taken to ensure data security.
<b>Document and Information Management</b>	Secure storage in central repository, accessible over the internet
	Role based access to documents
	Convert documents produced in different formats to one uniform format for access by all members
<b>Member Management</b>	Access to current roster of board and committee members, key member data such as contact information, bio – data etc.
	Automatic tracking and reporting of time and expectations
	Provide regular email digests with basic information on meeting schedules, links to meeting materials, and assigned tasks
<b>Meeting Management</b>	Calendar to for meeting planning, and built-in functionality to automatically send meeting reminders and track member attendance
	The system will automatically send out reminders to users to complete their respective tasks by the due dates
	Built-in voting module to record the voting and poll results which are then viewable to applicable members
	Member’s quick access organized board books, meeting documents, minutes etc. including remote access by members
<b>Communication</b>	Users to have the ability to send messages to each other within the system
	Allow individual or group discussions within the system
<b>Security</b>	Access by user name and password, data should be transferred through encryption
	System users are Roles and privileges based
	System availability will remain responsibility of the provider as the solution is on the cloud
<b>Database</b>	System should have a search engine that allows for searching of board and committee documentations System should have capability to store corporate plans, financial forecasts and board/committee calendars
<b>Licenses</b>	The bidder should specify the licenses model and upgrade path

**a) Firms Experience**

<b>Capability Requirements</b>	
1.	The bidder should have been in operation as a supplier and installer of the proposed e-Board Management System for a minimum period of three (3) years.
2.	The bidder must demonstrate thorough knowledge on the business processes i.e. the bidder has developed, implemented and supported an e-Board Management System in any institution with similar business processes.
3.	The bidder must provide a written statement on security of the system, declaring any past or existing vulnerability experienced in the system and any known breaches to date.
4.	The bidder must submit at least Five (5) sites where the proposed Board Management System has been implemented locally. Three (3) of the Five (5) sites must be Government/State Corporations.
5.	Technical specialists with at least three (3) years' experience installing and configuring Board Management Systems. The specialists should have the relevant certificates that indicate skills and training in installing, configuring and commissioning Board Management Systems of the nature proposed in the contract
6.	Must provide a sample copy of an elaborate SLA that guarantee accessibility, availability and security of the system including penalties on failures on the provider side.

**Note: Documentary evidence towards the above requirement to be submitted by the bidder.**

## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the PPOA.
7. **Evaluation Response Forms** - These forms should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
6. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.

**7.1 FORM OF TENDER**

Date\_\_4<sup>th</sup> February 2016

**Tender No. PPOA/PPOA/10/2015-2016**

To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos.*[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer Provision of Cloud Based e-Board Management System *in* conformity with the said Tender documents for the sum *of* ..... or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

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

*(Name)*

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

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

**7.2 a) PRICE SCHEDULE OF SERVICES**

Name of Tender: **PROVISION OF CLOUD BASED E-BOARD MANAGEMENT SYSTEM**

<b>No.</b>	<b>Description of Goods</b>	<b>Quantity</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
Option 1.	Supply and Implementation of e-board Management System with Cloud based Central Repository with 1-year licenses	1		
	Board members (User license)	10		
	Secretariat Staff (User license)	5		
	Training all users and administrators	18		
	Other cost(specify)			
	<b>TOTAL COST (Option 1)</b>			

NB; Vendor may provide one or both the option  
Prices must include VAT

The successful vendor will be required to deliver the system within **3 months** after contract signing or at an agreed date.

**Signature and Rubber Stamp of tenderer**

\_\_\_\_\_



**b) POST IMPLEMENTATION COSTS**

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

Any charges such as annual maintenance, annual license fee and software support cost should be clearly stated. The privileges that will be experienced by subscribing to such annual charges should be clearly stated. E.g. Maintenance and product upgrade costs etc.

Post implementation costs for the first 1 (one) Year will be considered during financial evaluation and should be the tender sum.

**NOTE: These costs will not form part of the Tender Price, but will be used to determine subsequent annual cost and MUST be filled.**

Ref No	Please break them down	Compulsory/Option	Cost (Kshs.) VAT Inclusive
2 <sup>nd</sup> Year			
3 <sup>rd</sup> Year			
Support for two years (Total)			
Bidder's comments (if any):			

**Signature and Rubber Stamp of tenderer**

---

### 7.3 CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_ 20\_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called "PPOA") of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS PPOA 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) PPOA's Notification of Award.
3. In consideration of the payments to be made by PPOA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with PPOA to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. PPOA 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 PPOA)

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

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

**7.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No,..... Street/Road .....</p> <p>Postal address ..... Tel No. ....</p> <p>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>.....</p> <p>Branch.....</p>
---

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

**7.5 FORMAT OF TENDER SECURITY INSTRUMENT**

Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE ..... of ..... [*Name of Insurance Company*] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*](hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_day of \_\_\_\_\_ 20 \_\_.

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
- 2. 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 PPOA up to the above amount upon receipt of its first written demand, without PPOA having to substantiate its demand, provided that in its demand PPOA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

\_\_\_\_\_  
 [*Date* ]  
 \_\_\_\_\_  
 [*Witness*]

\_\_\_\_\_  
 [*Signature of the Guarantor*]  
 \_\_\_\_\_  
 [*Seal*]

**7.6 Performance Bank/Insurance Company Guarantee [Unconditional]**

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/Insurance Company guarantee by a reputable Bank/Insurance Company 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/Insurance Company]

[address]

[date]

**BIDDER’S EXPERIENCE REQUIREMENTS FORM**

give a list of 3 (three) reputable clients for whom they have offered similar assignments in the format below.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	

**EVALUATION CRITERIA****Preliminary Evaluation Checklist**

Tenderers are advised that at this stage, the tenderer's submission will either be Responsive or Non-Responsive. The Non-Responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

No.	Requirement	Submitted / Not Submitted (Yes/No)
1	Copy of certificate of Registration/Incorporation	
2	Copy of Valid Tax Compliance certificate	
3	Must Fill the Price Schedule in the format provider (Part A and B)	
4	Must Fill the Form of Tender in the format provided	
5	Must Submit a Tender Security of Kshs. 50,000 valid for an additional thirty (30) days after the expiry of the tender validity period.	
6	Must submit a dully filled up Confidential Business Questionnaire in format provided	
7	Must submit brochures / technical literature of all the software	
8	Must submit written warranty of all software to be supplied	
9	Must submit Manufacturers Authorizations or letter of product ownership	

**Technical Evaluation Response Form****a) E-Board Management System**

Item	Requirement	Marks
<b>Implementation</b>	Software as a Service (SaaS) – vendor <b>Must</b> provide unlimited storage capacity and must specify connectivity capacity to the hosting servers.	<b>1</b>
<b>Scalability</b>	The system must be scalable based on number of users.	<b>1</b>
<b>Ease of use</b>	The system and App interface must be simple and easy to use that even a computer novice can easily navigate	<b>1</b>
<b>Availability</b>	The system must be hosted and allow access over the internet 24hours 7 days a week. The solution provider will be required to sign a contract committing to give 99% availability assurance. The system should be designed for low bandwidth internet use.	<b>1</b>
<b>Redundancy &amp; Backup</b>	The system should be hosted in at least 2 separate locations which are being backed up daily. In the event	<b>1</b>

	of failure of one of the data centres, all other requests should be automatically directed to the backup data centres.	
<b>Integration</b>	The system should have capability to integrate with the existing communication systems in the Authority such as the DMS for document management.	<b>1</b>
<b>Evaluations Module</b>	The system should be flexible enough to allow for different types of evaluation (top down, 360 degree etc.) and allow the user responsible to define their own questions for each evaluation This module should allow for facilitating board evaluation of its own performance, including that of the chairman, non-executive users and the CEO	<b>1</b>
<b>Minutes Modules</b>	Provide an interface for the Board Secretary & Committee Secretaries to capture the Agenda, Reports & Minutes of meetings directly into the system, capture actions to be taken and by whom and by what date	<b>1</b>
<b>Reports</b>	The system should have a feature that organizes reports and file as per the user requirements.	<b>1</b>
<b>iPad App/Android App</b>	Provide an App to be used on the iPad that can be accessed offline.	<b>1</b>
<b>Compatibility</b>	Should integrate easily with Microsoft Office products, support multiple browsers as well as Windows/Android/Apple tablets or any other equivalent.	<b>1</b>
<b>Data Security</b>	The provider to take responsibility of data security which will include storage and transmission over the internet, however the provider will have to convince ICT on measure taken to ensure data security.	<b>1</b>
<b>Document and Information Management</b>	Secure storage in central repository, accessible over the internet	<b>1</b>
	Role based access to documents	<b>1</b>
	Convert documents produced in different formats to one uniform format for access by all members	<b>1</b>
<b>Member Management</b>	Access to current roster of board and committee members, key member data such as contact information, bio – data etc.	<b>1</b>
	Automatic tracking and reporting of time and expectations	<b>1</b>
	Provide regular email digests with basic information on meeting schedules, links to meeting materials, and assigned tasks	<b>1</b>
<b>Meeting Management</b>	Calendar to for meeting planning, and built-in functionality to automatically send meeting reminders and track member attendance	<b>1</b>



	The system will automatically send out reminders to users to complete their respective tasks by the due dates	<b>1</b>
	Built-in voting module to record the voting and poll results which are then viewable to applicable members	<b>1</b>
	Member's quick access organized board books, meeting documents, minutes etc. including remote access by members	<b>1</b>
<b>Communication</b>	Users to have the ability to send messages to each other within the system	<b>1</b>
	Allow individual or group discussions within the system	<b>1</b>
<b>Security</b>	Access by user name and password, data should be transferred through encryption	<b>1</b>
	System users are Roles and privileges based	<b>1</b>
	System availability will remain responsibility of the provider as the solution is on the cloud	<b>1</b>
<b>Database</b>	System should have a search engine that allows for searching of board and committee documentations System should have capability to store corporate plans, financial forecasts and board/committee calendars	<b>1</b>
<b>Licenses</b>	The bidder should specify the licenses model and upgrade path	<b>1</b>
<b>TOTAL</b>		<b>30</b>

**b) Firms Experience**

<b>S/N</b>	<b>Capability Requirements</b>	<b>Marks</b>
1.	The bidder should have been in operation as a supplier and installer of the proposed e-Board Management System for a minimum period of three (3) years. 3 Years and above: 15 Marks 1 - 2 Years: 10 Marks 0 Years: 0 Marks	15
2.	The bidder must demonstrate thorough knowledge on the business processes i.e. the bidder has developed, implemented and supported an e-Board Management System in any institution with similar business processes. Demonstrated knowledge: 10 Marks No knowledge: 0 Marks	10
	The bidder must provide a written statement on security of the system, declaring any past or existing vulnerability experienced in the system and any known breaches to date. Provided written statement: 5 Marks	5

	No written statement provided---0 Marks	
	The bidder must submit at least ten (10) sites where the proposed Commission Management System has been implemented locally. Five (5) of the ten (10) sites must be Government/State Corporations. 7-10 sites provided locally with 5 sites within Government:10 Marks 3-6 sites provided with 3-4 sites within Government: 5 Marks 2-4 sites provided with 2-3 sites within Government:3 Marks One site provided with less than 2 sites within Government: 1 Mark	10
	Technical specialists with at least three (3) years' experience installing and configuring Commission Management Systems. The specialists should have the relevant certificates that indicate skills and training in installing, configuring and commissioning Commission Management Systems of the nature proposed in the contract 3 specialists with relevant certificates: 10 Marks 2 specialists with relevant experience: 5 Marks 1 specialist with relevant experience: 3 Marks Specialists with no relevant experience: 1Mark No specialists provided:0 Marks	10
	Elaborate SLA covering system availability, support & escalation, client representative contacts etc	10
<b>Total</b>		<b>60</b>

**NOTE:**

- 1. Evaluation will be undertaken as per the Appendix To Instructions To The Tenderers (section 2.20)**
- 2. Demonstration will be done as per the technical evaluation.**