

**REPUBLIC OF KENYA**



**KENYA MEDICAL PRACTITIONERS AND DENTISTS BOARD**

**PROVISION OF CONSULTANCY AND DEVELOPMENT OF ENTERPRISE  
RESOURCE PLANNING (ERP)**

**(OPEN)**

**TENDER NUMBER: KMPDB/19/2018 – 2019**

**CLOSING DATE: FRIDAY 4<sup>TH</sup> MAY, 2018 AT 2.30PM LOCAL TIME**

Kenya Medical Practitioners and Dentists Board,  
Woodlands Road, Off Lenana Road  
P.O. Box 44839-00100,  
Tel: 020-2728752 / 27 11478 / 2724994  
Mobile: +257 720771478 / +254 738 504 112  
Email: [info@kenyamedicalboard.org](mailto:info@kenyamedicalboard.org)  
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**SECTION I - INVITATION NOTICE**

Description: **PROVISION OF CONSULTANCY AND DEVELOPMENT OF ENTERPRISE RESOURCE PLANNING (ERP)**

- 1.1 The Kenya Medical Practitioners and Dentists Board (KMPDB) invites sealed bids from eligible candidates for the design, development and implementation of the Regulatory Human Resource Information System (RHRIS) and Online Services Portal (OSP).
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at KMPDB **Procurement Department**, during normal working hours.
- 1.3 A complete set of tender documents may be obtained free of charge from Kenya Medical Practitioners and Dentists Board website.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and should be addressed and posted to:

**PROCUREMENT MANAGER  
KENYA MEDICAL PRACTITIONERS AND DENTISTS BOARD,  
P.O. Box 44839 – 00100, NAIROBI**

**Or deposited in the tender box situated on the Ground Floor, Reception KMPDB House along Woodlands Road, off Lenana Road on or before 2.30 PM, 4th May, 2018 and opening will be done thereafter in the Committee Room on 2nd Floor in the presence of bidders or bidders representatives who choose to attend.**

- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 150 days from the closing date of the tender.

**NOTE:** Late applications **SHALLNOT** be accepted and will be returned unopened.

**DANIEL M. YUMBYA**

**CHIEF EXECUTIVE OFFICER**

**KENYA MEDICAL PRACTITIONERS AND DENTISTS BOARD**

## **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 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 specified in the special conditions of tender

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

2.12.6 The successful tenderers 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 150 days 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 no responsive.

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



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

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

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

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

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

2.15.1 The tenderer shall seal the 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 4<sup>TH</sup> MAY 2018 AT 2.30 P.M**

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

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

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **4<sup>TH</sup> MAY 2018 AT 2.30 P.M.**

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

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

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

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

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

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

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

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

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

## 2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **4<sup>TH</sup> MAY 2018 AT 2.30 P.M and** in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.19 Clarification of tenders**

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

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or 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. A tender 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 tenderers financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

### **b) Award Criteria**

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

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

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract

award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

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

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

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

## **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and

forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

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

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



## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Bid security of 2% of contract value to be attached
2.1.1	This is an Open tender
2.8.1	<p>Qualifications for the tender: Tenderers are required to attach copies of the following documents:</p> <ul style="list-style-type: none"> <li>i. Registration Certificate or Certificate of Incorporation for Limited Liability Companies.</li> <li>ii. KRA PIN Certificate</li> <li>iii. Valid Tax compliance certificate from Kenya Revenue Authority.</li> <li>iv. The firm tendering must show evidence of Directors as having been registered as ICT Practitioners as per The Information Communication Technology Practitioners Bill, 2016 Section 15(a,b,c &amp; d)</li> </ul> <p><b>Failure to meet any of the above requirements will lead to automatic disqualification</b></p>
2.9.1	The tenderer shall fill, stamp, and sign the form of tender, confidential business questionnaire and price schedule.
2.10.2	Prices indicated on the Price Schedule shall include all costs including taxes, insurances, and delivery to the premises of the entity.

2.14.1	Filled, signed, and stamped tender securing declaration form.															
2.15.1	Prices quoted must be Net and in Kenya shillings and be inclusive of all government taxes and must remain valid for <b>150</b> days from the tender closing date and time.															
2.17.1	Tenderers must submit both original and copy of the standard tender documents															
2.18.1	<b>4<sup>TH</sup> MAY ,2018 AT 2.30 P.M</b>															
2.27.2	<p>The evaluation criteria will be as below: -</p> <p>Mandatory requirements:</p> <p><b>1. Preliminary Evaluation</b></p> <p>1. Meet requirements of Sections, 2.8.1, 2.9.1, 2.10.2, 2.14.1, 2.15.1, 2.17.1and 2.18.1 of the appendix to instructions to tenders above.</p> <p><b>2. TECHNICAL EVALUATION</b></p> <p><b>The bids will be evaluated on their technical capacity as below;</b></p> <table border="1" data-bbox="587 1261 1331 1697"> <thead> <tr> <th></th> <th><b>CRITERIA</b></th> <th><b>Score</b></th> </tr> </thead> <tbody> <tr> <td>I</td> <td>Financial Capacity</td> <td>25</td> </tr> <tr> <td>ii</td> <td>Staff capacity</td> <td>50</td> </tr> <tr> <td>iii</td> <td>Work experience/References from reputable firm or public organisation</td> <td>25</td> </tr> <tr> <td>iv</td> <td>Methodology</td> <td>25</td> </tr> </tbody> </table> <p><b>Technical passmark is 70%.</b></p>		<b>CRITERIA</b>	<b>Score</b>	I	Financial Capacity	25	ii	Staff capacity	50	iii	Work experience/References from reputable firm or public organisation	25	iv	Methodology	25
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I	Financial Capacity	25														
ii	Staff capacity	50														
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iv	Methodology	25														

**Financial Evaluation-**

Having met section 2.27.2 appendix to instructions to tenders, bids that satisfy the above requirements shall be compared on the basis of unit prices, technical scores the lowest priced & technical scores will be considered & evaluated and subsequently recommended for award of the contract. Prevailing market prices & technical scores will be used to determine the responsiveness.

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

### **3.13 Termination for convenience**

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

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

### **3.14 Resolution of disputes**

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

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



### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.10	The proposed ICT Services/equipment shall be supplied and/or installed at the <b>KMPDB House along Woodlands Road, off Lenana Road</b>
3.12	Payments shall be made only after satisfactory delivery of the project and the order shall be confirmed by official Contract duly signed Registrar
3.13.1	Index mechanism to adjust prices will be based on relevant public information. (CPI, inflation, exchange rate and prevailing market prices) and tenderers shall quote only one price per item.
3.16.1	The tenderer will be automatically disqualified where false or fraudulent information is given and the government reserves the right to change the quantities without giving reasons or notice to the supplier.

I/We certify that I/We have read the special conditions of contract

(SECTION IV), Confirm that I/WE have understood and I/WE shall abide by them.

TENDERER-----Date-----

SIGNATURE-----Official Rubber stamp-----

## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **Notes for preparing the schedule of requirements**

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a base in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

## **SECTION VI - TERMS OF REFERENCE**

### **6.0 Introduction**

The Kenya Medical Practitioners and Dentists Board (KMPDB) is a statutory authority established under Cap 253 Laws of Kenya to regulate the practice of medicine and dentistry in the country.

### **6.1 Current Status**

KMPDB has a moderate I.T. infrastructure that includes a Cat 6 Structured Cable based local area network (LAN), Wireless LAN, Modern desktop computers, Laptops, iPads, Printers and Network Servers. The end-users are connected to the Window based LAN and Windows server active directory based domain controller. The hardware include modern servers. The network security is centrally controlled by hardware firewall system. The Internet connectivity has Fibre Optic Network Backbone is terminated on Cisco Router.

The ICT department provides end-user support to all other departments within the Board. Processes within the technical departments are computerized and fully integrated through the Regulatory Human Resource Information System (rHRIS). In addition, the Board runs its online services on a hosted cloud environment and utilizes bulk SMS and Email Platforms to communicate to its clients. Processes within the business support departments however, are mainly manual coupled with the use of spreadsheets.

As part of our corporate ICT strategy therefore, the Board seeks to acquire an Integrated ERP System to enhance financial management, supply chain management, human resource management and workflow and efficient service delivery.

### **6.2 Objective of the Assignment**

To enhance service delivery the Board desires:

- i. To acquire and implement a genuine licensed modern Enterprise Resource Planning System and a database management system. It is envisaged that the ERP will be available to internal users at headquarters and regional offices through a web portal (Intranet and Internet based access).
- ii. To enhance the ability to support management decision-making based upon access to accurate and timely financial and operational information and reports from the ERP system and database system business intelligence reports;
- iii. To improve efficiency and minimize costs by providing flexible, integrated systems that eliminate the need for redundant data entry for effective operational control;
- iv. To facilitate corporate communication and sharing of information electronically throughout the Board to improve all aspects of customer service delivery;
- v. To ensure that KMPDB users and IT administrators are suitably trained and equipped in the usage and support of the ERP.
- vi. To provide post implementation support services

### **6.3 Scope of Implementation Work required**

The Scope of work entails and is not limited to implementation of the following:

- i. Supply, Installation / Implementation, Customization, Training, Testing and Commissioning of the Enterprise Resource Planning System (ERP) Software application for all Modules and functionalities required.
- ii. Supply, Installation and commissioning of genuine licensed ERP Database System and related software utilities and add-ons
- iii. Supply of Licenses for Database system and ERP Systems
- iv. Project Implementation Services
  - a. Implementation and customization of various modules and reports
  - b. User Acceptance Testing (UAT)
  - c. Data Migration from current data formats
  - d. Training – For Administrators, Senior Users and all other end Users
  - e. Test & Live Implementation
  - f. Launch and Go Live hand holding support
  - g. System Documentation and User manual Documents
  - h. Integration with the rHRIS and other systems in use
- v. Provision of ERP Security, Backup and Replication server setup for availability
- vi. Post Implementation Services
  - a. Annual Technical Support (ATS) for Application Software and Users
  - b. Additional Customization, add-ons setup and upgrade rollout
  - c. Supply of additional Licenses for Packaged Solution Modules
  - d. Warranty for the ERP System and Database system supplied

#### **6.4 Summarized ERP Requirements**

Key Functional areas to be automated: Key Modules

- i. Financial Management
- ii. Supply Chain management (Procurement Services) and Inventory Management
- iii. Human Resources Management including Payroll Services with web based Employee Self Service
- iv. Process Management Workflow and Alerts
- v. Business Intelligence BI, Analytics and Reporting
- vi. Corporate Communications
- vii. General Administration and IT Helpdesk
- viii. Integration with Regulatory Processes

##### **6.4.1 ERP Key Features & Modules**

A comprehensive ERP business management solution making allowance for government procedures, web based and supports workflow with enhanced graphical user interface for simplicity and ease of use.

An integrated adaptable and scalable ERP solution that fully supports enterprise wide Processes and Functionality.

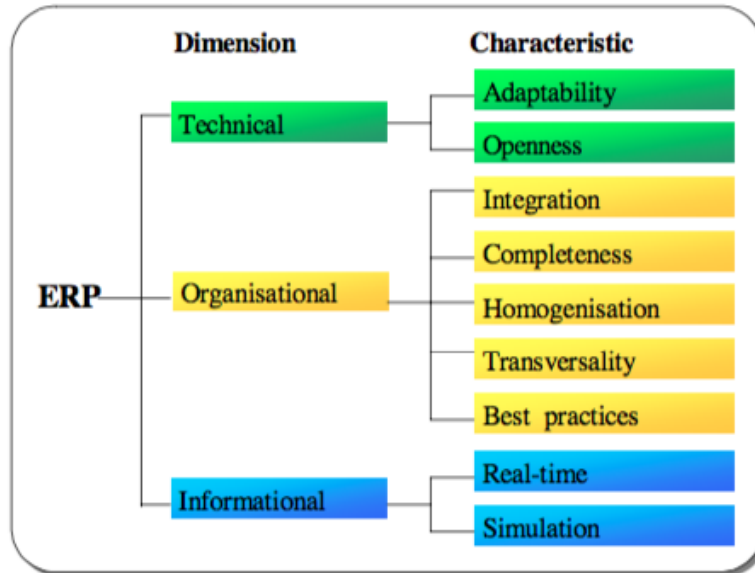
##### **6.4.2 General Key Features**

- i. Intuitive graphical interface for a short learning curve
- ii. Network ready with multi-user password control
- iii. Web Based

- iv. Employee Self Service
- v. Email and SMS Integration
- vi. Process Workflow, Alerts and Embedded Document attachment
- vii. Business Intelligence BI, Analytics and Reporting
- viii. Characteristics of the ERP

### 6.4.3 Detailed Modules and Features

Below is a list of key minimum desired Modules and Features (not exhaustive):



### 6.4.4 Financial Management Module:

- General Ledger and Chart of Accounts Setup
- Accounts Payables
- Accounts Receivables
- Bank Management and Setup
- Bank Reconciliation
- Vendor Check Runs, ageing Analysis and Electronic Payments
- Budgeting with Revisions and Approvals
- Project & Vote Budgeting
- Dynamic planning, budgeting and forecasting
- Cost Center Management - Product, Activity Based Costing
- Invoicing , Receipting and payment Vouchers management
- Imprest Management Modules (Imprest Issuance and Surrender ) with web application
- Petty Cash Management Modules (Petty Cash Issuance and Surrender)
- Expense Management, Business policies and Expense rules
- Workflow and Embedded Document Management and Journal Approvals
- Workflow for multi-level expense approvals
- Employee web portal for expense entry
- Ability to attach and view expense receipts and Invoices
- Tax computation and remittance
- Multicurrency transactions

- Financial Reports including statutory and MIS Reporting

#### **6.4.5 Fees & Sales Management: Sub-module**

- Point of Sale
- Sales Order Management - Quotations and Order Processing
- Pricing Management
- Customer Management including integration with rHRIS
- Fees management and integration to business transaction gateways (Banking, Mpesa, National Electronic Single Window System (KESWS))

#### **6.5 Procurement Management:**

- Vendor Management & Vendor Records
- Web based Purchase Requisitions
- Vendor Request for Quotations
- Workflow for Requisition and Purchase Approvals
- Automated Purchase Orders and integration with GL and budget
- Procurement Master Planning
- Vendor Managed Inventory
- Automated Vendor notifications
- Contract Management
- Automated 3 way matching of Purchase Orders, Invoice and Goods Receipt Note
- Vendor Statistics and Performance Management
- E-Procurement web based interface and ability to generate e-procurement reports

#### **6.6 Inventory Management:**

- Item Master configuration with Attributes and SKUs
- Stock reconciliation
- Dispatch
- Item Dimensions including Lot Number, Batch, Serial Number and Location control
- Min Max and Requirements Management
- Commodity classifications
- Inventory Costing including LIFO, FIFO, Standard Costing,
- Web based Requisitions & issues
- Disposal Management
- Reports

#### **6.7 Fixed Assets Management**

- Track Fixed Asset
- Asset details (Marking markings)
- Multiple Depreciation methods
- General Ledger and Accounts Payable Integration
- Reports

## **6.8 Service Management**

- Set up and Manage Services agreements
- Service Orders & Services Tasks
- Maintenance and Repairs Management

## **6.9 Human Resource Management:**

- Basic Organization Information Identification numbers
- Recruitment process
- HR planning process
- Personal records
- Employee Self Service Portal
- Web Based Leave Management
- Employee Performance and Appraisals
- Staff Training process, planning and data management
- Succession planning
- Absence Management
- Pension, and insurance
- Grievance Handling and Disciplinary process
- Employee welfare management
- Employee Termination and Exit Process
- Loan administration
- Organizational structure
- MIS Reports with export to various text / spreadsheet formats
- Payroll and benefits management
- Network ready with multi-user password control
- Intuitive graphical interface for a short learning curve
- User defined earnings and deductions
- User defined PAYE, NSSF and NHIF rates
- Multiple Loans and Savings ledgers
- Fast posting with automatic payroll calculation
- Entry of hours and/or days worked over flexible payment period
- Intelligent carrying forward of payroll transactions
- Lump sum tax calculation
- Monthly PAYE, NSSF and NHIF export files and listings
- P9A, P10, P10A Tax returns and other related documents
- Online Pay slips, As per government procedures
- Pay slips, Sacco Deductions and Reports
- Multiple payroll summary, payment reports and pays lip formats
- Integration with Financial management System / GL Integration
- Integrated and Accessible Via Employee Self Service

## **6.10 Workflow and Alerts**

- Document management
- Document Access Control
- Workflow Configuration and Management
- Alerts



#### **6.11 Project Management, Performance Management and Project Accounting**

- Projects and Vote Book Management
- Time and Expense Tracking to Projects
- Time Sheet
- Performance management and Reporting
- Web Portal for Project Management and Project Data Entry
- Reports

#### **6.12 Reporting and Business Intelligence**

- Custom Reports and Reporting Services
- Business Intelligence and Analytics – Weekly, Monthly, Quarterly, Annual
- Integration with other corporate applications generating data
- Dashboard with Top level Graphical Analytics including forecasting

#### **6.13 Customer Relation Management**

- Corporate Communications
- Events calendar
- Contact Management and Classification,
- Task management,
- Outlook client integration
- Complains Handling interaction
- Document Management
- Mail logging for MS Exchange, Service
- Customer feedback
- Online survey

#### **6.14 ICT/Systems Administration Management**

- Security Administration including application of security filters and privileges
- Help desk
- Incident reporting, ticketing and support
- System Administration
- Database Management
- User Setup and Administration
- Role Administration
- Workflow Configuration and Management
- Audit Trails, Archiving
- Automated backups and Restore
- Reporting

#### **6.15 Integration with Regulatory Processes**

Ability to integrate with the rHRIS in use and management of the following processes:

- Student indexing

- Dispatch of educational materials to training institutions and inventory management
- Exam applications
- Management of exam centers and exam administration
- Registration of doctors and renewal of licenses
- Registration of health facilities, licensing and renewals

## 7 Summary of the ERP Features to be Implemented

The firm is expected to integrate all the proposed modules and sub-modules. If required, the bidder will integrate the ERP with all the existing systems that the Board will identify

Module	Functional Description	Compliance Statement	Detailed Description and Reference
Type	<ul style="list-style-type: none"> <li>✓ The ERP system will be a web-based system that will be used to manage and support the Board's business.</li> <li>✓ It will modernize and transform decision making</li> <li>✓ This solution will replace the legacy manual based processes with a modern secure ICT based processes and it will encompass and retain the best elements of the existing systems while facilitating new efficiencies and enhanced features made possible by technology.</li> <li>✓ The solution should be accessible via the internet as well as on mobile devices. It must be accessed through all browsers.</li> </ul>		
Robust Search capabilities	<ul style="list-style-type: none"> <li>✓ The solution should possess a search feature that will enable users to quickly locate information whenever it is required.</li> <li>✓ Users should be able to search for any content that is stored in the system by creating searches based on content properties/metadata.</li> </ul>		
Alerts and notifications.	<ul style="list-style-type: none"> <li>✓ The solution should be able to send emails and receive auto generated alerts/SMS to specific individuals whenever they need to be notified of an action.</li> </ul>		
Maintaining an audit trail log of system access and system usage	<ul style="list-style-type: none"> <li>✓ The solution should be able to maintain audit log reports that will help determine who has accessed the system, what the person has accessed and what actions the person has done. The administrators will be able to sort, filter, and analyze this data.</li> </ul>		
System user administration	<ul style="list-style-type: none"> <li>✓ The solution should provide administrators with capabilities to define user roles and profiles in order to grant access privilege to only the authorized users. This is to ensure documents are handled with the highest security levels and that only the right people have the right access level to the right information.</li> </ul>		

Configuration Management	<ul style="list-style-type: none"> <li>✓ The Board expects that the vendor will provide industry standard practices in the development, implementation and management of the ERP solution.</li> </ul>		
Email integration	<ul style="list-style-type: none"> <li>✓ Full email integration (Mail to Service Request) Have the e-directory integrated.</li> </ul>		
System and integration	<ul style="list-style-type: none"> <li>✓ The system should be able to run on multiple platforms</li> <li>✓ Active Directory and API integration</li> <li>✓ Customized Monitoring Configurations</li> <li>✓ Integration with different Databases e.g. Oracle, MySQL or MSSQL</li> <li>✓ IIS/Apache web server integration</li> <li>✓ Support for multiple server platforms (Windows / Unix / Linux / Mac)</li> <li>✓ Support for multiple server Client / Agent Platform (Windows / Linux / Mac)</li> <li>✓ Single sign-on</li> <li>✓ Import Users from CSV File (including a scheduled import)</li> <li>✓ Event log</li> </ul>		
Administration	<ul style="list-style-type: none"> <li>✓ Unlimited number of Administrators</li> <li>✓ Unlimited number of End users</li> <li>✓ Flexible User Administration –Role based access control</li> <li>✓ Multi-Organization support</li> </ul>		
Backup restore capabilities and Data Archiving	<ul style="list-style-type: none"> <li>✓ The solution should provide tools for backup and restore facilities.</li> <li>✓ The system should allow archiving of old, unused data to improve system performance.</li> <li>✓ The system should allow the users to access archived data from different queue and also provide the capability to search report and export the data.</li> </ul>		
Reporting capabilities	<ul style="list-style-type: none"> <li>✓ Provide for Ad-hoc and customizable reporting tool that allows users to define the kind of report they want through queries that mine data from different databases.</li> <li>✓ The bidder will also predefine the commonly/frequently requested reports as will be defined by the Board.</li> <li>✓ The system should be able to generate detailed reports about the system performance &amp; metrics.</li> <li>✓ The tool should allow for exporting reports in various format</li> <li>✓ Allow for Basic and Advanced reporting</li> <li>✓ The solution should be able to support generation of reports and get a quick glance of all the activities</li> </ul>		

A workflow/process automation tool for disseminating/routing of activities/allocations	<ul style="list-style-type: none"> <li>✓ The system should allow for automatic allocation and reallocation of work, automatically send out alerts for any allocated or pending work on the staff in-tray etc. This should be supported by dynamic workflows.</li> <li>✓ Workflow management : Creation of different action codes (attributions) for different tasks with different automatic deadlines (e.g. today's date plus 14 days)</li> </ul>		
Dynamic dashboards that show only what is relevant to each user.	<ul style="list-style-type: none"> <li>✓ Each user should be able to access a personalized dashboard that will consolidate all the right information to be brought to the user's attention without the need of the user navigating to various sections of the system.</li> </ul>		
Documentation	<ul style="list-style-type: none"> <li>✓ The solution should have all the documentation required for its operations and maintenance. These includes but not limited to the following:- <ul style="list-style-type: none"> <li>• Requirements document</li> <li>• Design document/technical manuals</li> <li>• Operational manual/Users' guide</li> <li>• Guidelines for using the solution</li> <li>• Administration manuals</li> </ul> </li> </ul>		
Security	<ul style="list-style-type: none"> <li>✓ Single Sign On using active Directory Authentication</li> <li>✓ Login, password and user settings are limited to administrator role</li> <li>✓ Different confidentiality settings for groups and individuals</li> <li>✓ Different levels of confidentiality for different groups</li> <li>✓ Authentication of users against Active Directory</li> <li>✓ Secure Socket Layer (SSL) support - move it to security</li> <li>✓ Database level security</li> </ul>		

System integration	<ul style="list-style-type: none"> <li>✓ Integration with relevant existing systems and allow for future systems to be integrated</li> </ul>		
Licenses and services	<ul style="list-style-type: none"> <li>✓ The bidder must provide the following as part of the offer <ul style="list-style-type: none"> <li>• Installation (ready-to-use)</li> <li>• Personal support at the Board's premises within 24 hours (Monday to Friday) on demand</li> <li>• Service Management services 24/7</li> <li>• Description of the Licensing mode of the software</li> <li>• Maintenance (corrective) and upgrades to available new versions</li> <li>• Additional services (within the first 24 months) including the purchase of system and application upgrades and software add-ons or extensions, technical consultancy assistance in case of development, modification or upgrade needs as well as additional training on demand</li> </ul> </li> </ul>		
Availability	<ul style="list-style-type: none"> <li>✓ The solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against many multiple component failures.</li> </ul>		
Scalability	<ul style="list-style-type: none"> <li>✓ The deployed solution is supposed to be a highly scalable solution, which is designed in a scale up/out model at each layer. This will provide the model for future growth.</li> </ul>		

Trainings	<ul style="list-style-type: none"> <li>✓ All the users of the solution will be trained to be able to use the solution depending on their levels of authorization.</li> <li>✓ The Bidder will conduct several trainings for the commission staff for a smooth transition. The Bidder must submit a training plan for all the training areas. The Bidder should be providing the trainings in the following areas: <ul style="list-style-type: none"> <li>• Development Tools training (including security tools)</li> <li>• Starter training</li> <li>• Administration (database, system, and other infrastructure)</li> <li>• Performance enhancements, trouble shooting and fine tuning</li> <li>• Application training</li> <li>• Solution walk-through with code /programs walk-through –technical and administrators of the system training</li> <li>• Package configuration for development/ administration for technical staff</li> <li>• User training</li> <li>• Workflow approvers/ originators</li> <li>• Document management users</li> </ul> </li> </ul>		
Documents to be Submitted:	<ul style="list-style-type: none"> <li>✓ The Bidder is required to submit the following documents: <ul style="list-style-type: none"> <li>• Implementation plan</li> <li>• Requirement Management Plan</li> <li>• Supplementary Specification Document (if any)</li> <li>• Workflow/Use Case &amp; Use Case Specification Document</li> <li>• Solution Requirement Specifications (Including Software Architecture) or its equivalent which encompasses all the technical specifications/ codes/ programs</li> <li>• Software Development Plan</li> <li>• Solution Test Plan or its equivalent counterpart document</li> <li>• Training Plan</li> <li>• Support and maintenance plan</li> <li>• Data migration plan</li> </ul> </li> </ul>		

Copyrights and Handing Over	<ul style="list-style-type: none"> <li>✓ The Bidder will get the system audited for detailed security penetration, through third party, Standardization Testing and Quality Certification, ICTA, will also do the audit and submit its audit report,</li> <li>✓ The Bidder will act on the recommendations to remove all lacunae before handing over to the Board (can be any other standard third party auditor, details needs to be provided)</li> <li>✓ If the Board suffers any loss or damage due to infringement of patent, trademark, or industrial design rights occasioned by the Bidder arising from use of the Goods or any part thereof in Kenya, the Supplier shall indemnify the Board against all third-party claims.</li> <li>✓ Except to the extent that the Intellectual Property Rights in the Software vest in the Purchaser, the Supplier hereby grants to the Purchaser license to access and use the Software. Such license to access and use the Software shall be: <ul style="list-style-type: none"> <li>• Non-exclusive;</li> <li>• fully paid up and irrevocable and</li> <li>• immune to over deployment through the internet</li> </ul> </li> <li>✓ Train the technical staff to be able to troubleshoot, add new features and parameters in the backend and perform any adjustment to the system as and when required.</li> </ul>		
Data Migration	<ul style="list-style-type: none"> <li>✓ Migration of data and synchronization from existing setup to new setup</li> <li>✓ Working with the ICT Department to move data from current applications and manual records to the new setup/ERP system.</li> <li>✓ Co-ordinate with existing system administrators of existing setup to ensure smooth data archival, backup and replication.</li> <li>✓ Responsibility of ensuring data synchronization lies with the bidder.</li> </ul>		

Warranty	<ul style="list-style-type: none"> <li>✓ Two (2) years Warranty to be specified</li> <li>✓ The vendor has to ensure the Onsite Support for a period of two years from the date of installation certificate. Uptime of more than 99% has to be ensured for the system.</li> <li>✓ During warranty period besides, all software upgrades, bugs/ patches and services shall be provided free of cost by the vendor.</li> <li>✓ The vendor should fulfill the following conditions during warranty period: <ul style="list-style-type: none"> <li>• Vendor will also provide a status report every six months through e-mail to Board about the support related complaints lodged by different users</li> <li>• Vendor would provide the helpdesk support services through telephone/e-mail where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he should be able to track the action taken on his complaint through a support portal. The Project Manager will maintain the list of trouble tickets being opened and closed.</li> <li>• Any failure in the thereof should be rectified within maximum period of two Working days (at the headquarters) or 3 working days (at other Sites) as the case may be.</li> <li>• Any system failing at subsystem level at least three times in three months, displaying chronic system design or quality control problem will be totally replaced by the vendor at his cost and risk within 30 days.</li> <li>• Vendor shall visit each site at least once in every six months to carryout preventive maintenance and fine-tune the performance of the system besides regular service calls during warranty period.</li> <li>• On completion of the Warranty period, the Board has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.</li> </ul> </li> </ul>		
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**SECTION VII– SUMMARY OF PRICE SCHEDULE**

**TENDER NUMBER: KMPDB/19/2018 – 2019**

**PROVISION OF CONSULTANCY AND DEVELOPMENT OF ENTERPRISE  
RESOURCE PLANNING (ERP)**

S.No.	Item Description	Qty	Unit Price (Kshs)	Total Price (Kshs)
1.	<p><b>Financial Management Module:</b></p> <ul style="list-style-type: none"> <li>• General Ledger and Chart of Accounts Setup</li> <li>• Accounts Payables</li> <li>• Accounts Receivables</li> <li>• Bank Management and Setup</li> <li>• Bank Reconciliation</li> <li>• Vendor Check Runs, ageing Analysis and Electronic Payments</li> <li>• Budgeting with Revisions and Approvals</li> <li>• Project &amp; Vote Budgeting</li> <li>• Dynamic planning, budgeting and forecasting</li> <li>• Cost Center Management - Product, Activity Based Costing</li> <li>• Invoicing , Receipting and payment Vouchers management</li> <li>• Imprest Management Modules (Imprest Issuance and Surrender ) with web application</li> <li>• Petty Cash Management Modules (Petty Cash Issuance and Surrender)</li> <li>• Expense Management, Business policies and Expense rules</li> <li>• Workflow and Embedded Document Management and Journal Approvals</li> <li>• Workflow for multi-level expense approvals</li> <li>• Employee web portal for expense entry</li> <li>• Ability to attach and view expense receipts and Invoices</li> <li>• Tax computation and remittance</li> <li>• Multicurrency transactions</li> <li>• Financial Reports including statutory and MIS Reporting</li> </ul>			
2.	<p><b>Fees &amp; Sales Management: Sub-module</b></p> <ul style="list-style-type: none"> <li>• Point of Sale</li> <li>• Sales Order Management - Quotations and Order Processing</li> <li>• Pricing Management</li> <li>• Customer Management including integration with rHRIS</li> </ul>			

	<ul style="list-style-type: none"> <li>Fees management and integration to business transaction gateways (Banking, Mpesa, National Electronic Single Window System (KESWS))</li> </ul>			
3.	<p><b>Procurement Management:</b></p> <ul style="list-style-type: none"> <li>Vendor Management &amp; Vendor Records</li> <li>Web based Purchase Requisitions</li> <li>Vendor Request for Quotations</li> <li>Workflow for Requisition and Purchase Approvals</li> <li>Automated Purchase Orders and integration with GL and budget</li> <li>Procurement Master Planning</li> <li>Vendor Managed Inventory</li> <li>Automated Vendor notifications</li> <li>Contract Management</li> <li>Automated 3 way matching of Purchase Orders, Invoice and Goods Receipt Note</li> <li>Vendor Statistics and Performance Management</li> <li>E-Procurement web based interface and ability to generate e-procurement reports</li> </ul>			
4.	<p><b>Inventory Management:</b></p> <ul style="list-style-type: none"> <li>Item Master configuration with Attributes and SKUs</li> <li>Stock reconciliation</li> <li>Dispatch</li> <li>Item Dimensions including Lot Number, Batch, Serial Number and Location control</li> <li>Min Max and Requirements Management</li> <li>Commodity classifications</li> <li>Inventory Costing including LIFO, FIFO, Standard Costing,</li> <li>Web based Requisitions &amp; issues</li> <li>Disposal Management</li> <li>Reports</li> </ul>			
5.	<p><b>Fixed Assets Management</b></p> <ul style="list-style-type: none"> <li>Track Fixed Asset</li> <li>Asset details(Marking of Assets)</li> <li>Multiple Depreciation methods</li> <li>General Ledger and Accounts Payable Integration</li> <li>Reports</li> </ul>			
6.	<p><b>Service Management</b></p> <ul style="list-style-type: none"> <li>Set up and Manage Services agreements</li> <li>Service Orders &amp; Services Tasks</li> <li>Maintenance and Repairs Management</li> </ul>			
7.	<p><b>Human Resource Management:</b></p> <ul style="list-style-type: none"> <li>Basic Organization Information Identification numbers</li> <li>Recruitment process</li> <li>HR planning process</li> <li>Personal records</li> <li>Employee Self Service Portal</li> <li>Web Based Leave Management</li> <li>Employee Performance and Appraisals</li> <li>Staff Training process, planning and data management</li> </ul>			

	<ul style="list-style-type: none"> <li>• Succession planning</li> <li>• Absence Management</li> <li>• Pension, and insurance</li> <li>• Grievance Handling and Disciplinary process</li> <li>• Employee welfare management</li> <li>• Employee Termination and Exit Process</li> <li>• Loan administration</li> <li>• Organizational structure</li> <li>• MIS Reports with export to various text / spreadsheet formats</li> <li>• Payroll and benefits management</li> <li>• Network ready with multi-user password control</li> <li>• Intuitive graphical interface for a short learning curve</li> <li>• User defined earnings and deductions</li> <li>• User defined PAYE, NSSF and NHIF rates</li> <li>• Multiple Loans and Savings ledgers</li> <li>• Fast posting with automatic payroll calculation</li> <li>• Entry of hours and/or days worked over flexible payment period</li> <li>• Intelligent carrying forward of payroll transactions</li> <li>• Lump sum tax calculation</li> <li>• Monthly PAYE, NSSF and NHIF export files and listings</li> <li>• P9A, P10, P10A Tax returns and other related documents</li> <li>• Online Pay slips, As per government procedures</li> <li>• Pay slips, Sacco Deductions and Reports</li> <li>• Multiple payroll summary, payment reports and pays lip formats</li> <li>• Integration with Financial management System / GL Integration</li> <li>• Integrated and Accessible Via Employee Self Service</li> </ul>			
8.	<p><b>Workflow and Alerts</b></p> <ul style="list-style-type: none"> <li>• Document management</li> <li>• Document Access Control</li> <li>• Workflow Configuration and Management</li> <li>• Alerts</li> </ul>			
9.	<p><b>Project Management, Performance Management and Project Accounting</b></p> <ul style="list-style-type: none"> <li>• Projects and Vote Book Management</li> <li>• Time and Expense Tracking to Projects</li> <li>• Time Sheet</li> <li>• Performance management and Reporting</li> <li>• Web Portal for Project Management and Project Data Entry</li> <li>• Reports</li> </ul>			
10.	<p><b>Reporting and Business Intelligence</b></p> <ul style="list-style-type: none"> <li>• Custom Reports and Reporting Services</li> <li>• Business Intelligence and Analytics – Weekly, Monthly, Quarterly, Annual</li> <li>• Integration with other corporate applications generating data</li> <li>• Dashboard with Top level Graphical Analytics including forecasting</li> </ul>			

11.	<p><b>Customer Relation Management</b></p> <ul style="list-style-type: none"> <li>• Corporate Communications</li> <li>• Events calendar</li> <li>• Contact Management and Classification,</li> <li>• Task management,</li> <li>• Outlook client integration</li> <li>• Complains Handling interaction</li> <li>• Document Management</li> <li>• Mail logging for MS Exchange, Service</li> <li>• Customer feedback</li> <li>• Online survey</li> </ul>			
12.	<p><b>ICT/Systems Administration Management</b></p> <ul style="list-style-type: none"> <li>• Security Administration including application of security filters and privileges</li> <li>• Help desk</li> <li>• Incident reporting, ticketing and support</li> <li>• System Administration</li> <li>• Database Management</li> <li>• User Setup and Administration</li> <li>• Role Administration</li> <li>• Workflow Configuration and Management</li> <li>• Audit Trails, Archiving</li> <li>• Automated backups and Restore</li> <li>• Reporting</li> </ul>			
13.	<p><b>Integration with Regulatory Processes</b></p> <p>Ability to integrate with the rHRIS in use and management of the following processes:</p> <ul style="list-style-type: none"> <li>• Student indexing</li> <li>• Dispatch of educational materials to training institutions and inventory management</li> <li>• Exam applications</li> <li>• Management of exam centers and exam administration</li> <li>• Registration of doctors and renewal of licenses</li> <li>• Registration of health facilities, licensing and renewals</li> </ul>			

Signature of tenderer \_\_\_\_\_

## 4 USER ACCEPTANCE TESTING

The primary goal of Acceptance Testing & Certification is to ensure that the project meets requirements, standards, specifications and performance prescribed and shall include the following acceptance tests which shall be conducted by the nominated officers:

### 4.1.1.1 Performance

Performance is a key requirement for the Project. The deployed solution is supposed to be a highly scalable solution, which is designed in a scale up/out model at each layer. This will provide the model for future growth.

This test process will include the following activities:

- Determination of performance metrics
- Designing performance tests
- Development of workload

### 4.1.1.2 Performance testing and sizing study

- Identification of bottlenecks and providing solutions.
- Determining final performance figures.
- Communication of final results to all stakeholders

Final output of this process would be a sizing guide for the solution tested. The sizing guide will document the details of the performance tests, test data, bottlenecks identified, alternate solutions provided, and the final performance data. This document will provide the scalability data of the solution for various loads. This will become the authentic guide for future scale up/out plans of the Project.

### 4.1.1.3 Availability testing

The solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against many multiple component failures. This test process will include the following activities.

- Designing tests for high availability testing
- Execution of high-availability tests
- Assessment of transaction/data losses in relation to Disaster Recovery system
- Communication of final results to all stakeholders

High Available clustering at all Web, Application and DB server levels will be targeted at 99.9 % availability.

### 4.1.1.4 Security testing

Security certification process will include:

- Audit of Server and Application security mechanisms.
- Assessment of authentication mechanism provided in the application /components /modules
- Assessment of data encryption mechanism.
- Assessment of data access privileges, retention periods and archival mechanisms.

Final output of this process would be a comprehensive audit report including all the Network, Server and Application security features incorporated in the system.

#### **4.1.1.5 Software Installation testing**

The detailed implementation plan for the supplied software needs to be provided by the Bidder and agreed by Board before installation.

Delivery schedules and detailed test plan for the supplied solution and related software to be given by the vendor including but not limiting to Cluster set up test/ failover test, storage test, networking test etc. This plan has to be agreed by the Board before installation is done.

The detailed testing is to be done on the production environment set up and not for the development and test instance box. Some of the necessary items to be checked are:

- Installation of supplied solution and related software with cluster setup
- Running of standard diagnostic programs.
- Installation test certificate to be signed jointly by Board and the vendor.
- Apart from the above, the vendor needs to submit a detailed Installation Report clearly indicating the installation of S/W cluster configuration of servers, Network, O/S parameters Disks Layouts, RAID Configuration, Detailed Connectivity Diagram,
- Details of all supplied software installation with key parameters etc.
- Without submission of detailed installation document, it shall be considered as incomplete

#### **4.1.1.6 System Acceptance testing**

- The applications will be tested with reference to the requirements.
- Detailed test plan and use cases for each module and functionality to be prepared and submitted to the Board.
- The use cases should focus on functionality, load, stability and should cover all the possible scenarios
- Test plan and Use case documents should be submitted for each phase in case the solution has a phased go-live approach.
- These documents should be jointly agreed by Board and vendor before the acceptance testing.
- There will be two rounds of testing for each phase of go-live. The first testing will be comprehensive and would be done typically done for 1 week. The second one (typically 3-5 days) will be done primarily to test the defect fixed (if any) that is found in first round of testing.
- Solution acceptance test certificate will be issued by the Board before we go for Integration performance testing.
- Carrying out load testing through Mercury/Rational tools like Load Runner, Rational Robot, and Performance tools to ensure compliance.
- The Bidder will get the system audited for detailed security penetration, through third party, Standardization Testing and Quality Certification.

#### **4.1.1.7 Final Integration Performance testing:**

The final acceptance testing will be done post implementation of the software and the system solution in the production box. The following points are important should be noted:

- The testing will be done for at least 1 week limiting to the solution performance in terms of response time, uptime, load and security. The detailed performance test plan has to be submitted by the vendor at least 2 weeks before the scheduled testing start date and has to be agreed by the Board. The performance test plan should be in line with the specification in the tender.

- This testing will be started only after successful completion of User acceptance testing on detailed test/ use cases for the system that has to be submitted by Vendor
- Final acceptance test certificate to be signed jointly by the Board and the vendor.
- The date of issue of the Final Acceptance Test Certificate shall be termed as Date of Acceptance.
- Post this integration performance testing, the solution can go-live. In case the go-live is in phases, all of the above will be done for each phase pre-go-live

**SECTION V**

**- LETTER OF APPLICATION**

- I. The letter of application will be prepared by the applicant and will follow the form presented herein.
- II. The letter of application will be prepared on the letterhead paper of the applicant or partner responsible for a joint venture and will include full postal address, telephone numbers and Email address.
- III. The letter of application will be signed by duly authorized representatives of the applicant.

**Registration Category Ref. No.** .....

To,

Date.....

Chief Executive Officer,  
Kenya Medical Practitioners & Dentists Board,  
P.O. Box 44839 – 00100,  
Nairobi

Dear Sir,

- 1. Having examined the application documents including Addenda No.s .....of which I hereby duly acknowledge I/We the undersigned offer to supply and deliver to Kenya Medical Practitioners and Dentists Board (KMPDB) and as may otherwise be directed in.....(Category). And conformity with the said application documents all or part of the items/services in this category or such other items that may be required and are within my/our capability to supply/provide.
- 2. We will undertake if our application is acceptable to deliver goods/services with accordance with the delivery schedule in the schedule of requirements or official order signed by authorized officer(s) of KMPDB.
- 3. We agree to abide by this application for the period of processing the applications and prepared and executed, this application together with the written acceptance thereof shall constitute a binding agreement between us.
- 4. We also understand that:-
  - I. That this is not a tender or quotation but an application for consideration to be registered as KMPDB's supplier for goods/services included or related to this category during the period between **20<sup>th</sup> April, 2018 to 4<sup>th</sup> May, 2018**
  - II. That KMPDB is not bound to accept this application or any that it may receive.
- 5. We make this application with the full understanding that:-
  - I. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding.





**SECTION VI - REGISTRATION FORMS**

You are required to fill Forms F-1, F-2, F-3, F-4 and F-5 below, where applicable

**FORM F-1 - REGISTRATION DATA**

**REGISTRATION APPLICATION FORM**

I/We ..... Hereby apply for Registration as Supplier(s).

<b>Company/Firm Registration Number</b>	
<b>Category</b>	
<b>Reference No.</b>	
<b>Post Office Address</b>	
<b>Town</b>	
<b>Name of Building</b>	
<b>Street</b>	
<b>Floor No.</b>	
<b>Room/Office No.</b>	
<b>Office Telephone No.</b>	1) 2) 3)
<b>Mobile No.</b>	1) 2)
<b>Contact Person(s)</b>	1) 2)
<b>Official Email Address(es)</b>	1) 2)
<b>Alternative Email Address</b>	

**FORM F-2 - CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are required to give the particulars indicated in Part 1, either Part 2(a), 2(b) or 2(c) whichever applies to your type of business , Part 3 and Part 4.

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

**Part 1 – General**

Business Name: .....

Location of Business Premises: .....

Plot No.: .....Street/Road: .....

P.O. Box: ..... Code: ..... Town: .....

Email Address: .....

Nature of Business: .....

Current Business Permit No.: ..... (Attach Copy)

Certificate of Registration Number: ..... (Attach Copy)

PIN Certificate Number: ..... (Attach Copy)

VAT Certificate Number: ..... (Attach Copy)

Tax Compliance Number: ..... (Attach Copy)

**Part 2 (a) – Sole Proprietor**

Name in full: ..... Age: ..... ID/PP No.....

Nationality: ..... Citizenship Details: .....

**(b) – Partnership**

Name of partners:

Name	Nationality	Citizenship Details	Shares
Name	Nationality	Citizenship Details	Shares
Name	Nationality	Citizenship Details	Shares

**(c) – Registered Company**

Private or Public .....

State the nominal and issued capital of company:-

Nominal Ksh. ....

Issued Ksh. ....

Details of all directors:-

<b>1.</b>	Name	
	Nationality	
	Citizenship details	
	Shares	
<b>2.</b>	Name	
	Nationality	
	Citizenship details	
	Shares	
<b>3.</b>	Name	
	Nationality	
	Citizenship details	
	Shares	

**N/B: If Kenyan citizen, indicate under "Citizenship Details" whether by birth, Naturalization or Registration.  
\*Attach CR12 indicating the directors and their shareholding and copies of Directors' ID/Passports (Where applicable)**

**Part 3 – Company Profile (Attach Copy)**

**I. Personnel**

Number of staff employed: .....

Qualifications: .....

Level of experience: .....

**II. Referees**

Name of Company: .....

P.O. Box: ..... Town: .....

Tel: ..... Email: .....

**Official Company rubber stamp**

Name of Company: .....

P.O. Box: ..... Code: .....Town: .....

Tel: ..... Email: .....

**Official Company rubber stamp**

**Part 4 – Financial**

I. Maximum value of business you can handle at any one time:

Ksh.: .....

II. Name of Banker: .....

Branch: .....

III. Credit period willing to offer KMPDB: .....

What is your annual turnover? .....

**Date:**..... **Candidate's signature:**.....

**FORM F – 3 - GENERAL EXPERIENCE RECORD**

I. List at least three (3) reputable clients in the last three (3) years

a. Client: .....

P.O. Box: ..... Code: ..... Town: .....

Telephone: ..... Email Address: .....

b. Client: .....

P.O. Box: ..... Code: ..... Town: .....

Telephone: ..... Email Address: .....

c. Client: .....

P.O. Box: ..... Code: ..... Town: .....

Telephone: ..... Email Address: .....

II. Attach proof of experience relevant to the chosen category by attaching any of the following documents:

- a. Copies of signed LPOs/LSOs
- b. Copies of Letters of Award
- c. Copies of Delivery Notes
- d. Extract of Contract Documents

III. Describe nature of business performed by your firm

.....  
 .....

IV. How many years of experience have you had in the type of work described in (III) above.

.....

Annual turnover data		
Year	Turnover	Kshs.
1.		
2.		
3.		

**FORM F – 4 - FINANCIAL CAPABILITY**

Banker	Name of banker  <hr style="border: 1px solid black;"/> Address of banker ..... Telephone No.: ..... Email: .....			
	Financial information in Kshs. Actual: ..... Previous Two (2) Years: .....			
	1	2	3	
1. Total assets				
2. Current assets				
3. Total liabilities				
4. Current liabilities				
5. Profits before taxes				
6. Profits after taxes				

Source of finance	Amount Kshs.
1.	
2.	
3.	
4.	

Attach a copy of firm's audited accounts or certified bank statements for the previous three (3) years together with letters of reference from the bankers regarding the firm's credit position.



**a) ANTI-CORRUPTION DECLARATION**

I/We ..... declare and guarantee that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of his procurement.

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

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

Name: .....

Signature: ..... Date: .....

***Company seal/Business stamp***

**b) ANTI-FRAUDULENT PRACTICE DECLARATION**

I/We ..... declare and guarantee that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding. Further we declare that as we bid, we have not been convicted of corrupt or fraudulent practices.

Name: .....

Signature: ..... Date: .....

***Company seal/Business stamp***

**c) NON-DEBARMENT DECLARATION**

I/We.....declare  
and guarantee that no director, sub-contractor or any person who has any controlling interest  
in our organization has been debarred from participating in a procurement proceeding.

Name: .....

Signature: ..... Date: .....

***Company seal/Business stamp***

**d) NOT INSOLVENT, IN RECEIVERSHIP, BANKRUPT OR IN THE PROCESS OF BEING WOUND UP**

I/We .....  
declare and guarantee that the person or the company bidding is not insolvent, in receivership,  
bankrupt or in the process of being wound up.

Name: .....

Signature: ..... Date: .....

***Company seal/Business stamp***

**FOR OFFICIAL USE ONLY**

**SECTION VI - PREQUALIFICATION EVALUATION CRITERIA**

KMPDB will consider five major categories of criteria for evaluating tenders and tenderers as follows:

**A. MANDATORY REQUIREMENTS**

The tenderer must provide the following and provide copies of documents to support the information given.

<b>Criterion</b>	<b>YES</b>	<b>NO</b>
<b>Sealed copy of the tender</b>		
Copy of Certificate of Incorporation, Partnership or Business registration		
Copy of PIN Certificate		
Copy of VAT Certificate		
Copy of Tax Compliance Certificate		
Copy of Trade License/Business Permit		
Two Letters of Recommendation		
Company Profile		
Certified Copy of Bank Statements for the past 3 Years		
Name of Bankers and Auditors		
Evidence of Physical Registered Office(Attach Miscellaneous Receipt)		
Evidence of Directors as having been registered as ICT Practitioners as per The Information Communication Technology Practitioners Bill, 2016 Section 15(a,b,c & d)		

**B. CAPABILITY ASSESSMENT**

<b>Criterion</b>	<b>Particulars Provided</b>	<b>Scores</b>
Years in Business		
Conformity to Technical Specifications <ul style="list-style-type: none"> <li>• Same</li> <li>• Alternative</li> </ul>		
Relevant experience with Other Public Organizations		
Maximum Value of Business Indicated		
Delivery/ Implementation schedule provided		
Names of at least 3 Clients supplied with similar services		

Attach Proof of experience by attached copies of LPOs/LSOs, delivery notes and letter of award		
Nature of Business related to the prequalification		
<b>Maximum Score</b>		

### C. FINANCIAL CAPABILITY

As deduced from the Financial Statements

### D. OPERATIONAL ASSESSMENT BY SITE VISIT

Criterion	Observations Made	Scores
Confirmation of Business Name and Physical Address		
Confirmation of originals of Attached documents		
Composition of Staff <ul style="list-style-type: none"> <li>• Management</li> <li>• Technical</li> <li>• Supervisory</li> <li>• Support</li> </ul>		
Name and qualification of Key management & Technical Staff		
Nature of operations(relevant) indicated		
Size of Business <ul style="list-style-type: none"> <li>• Large</li> <li>• Medium</li> <li>• Small</li> </ul>		
Customer Service Centre/After Sales Service		
Major principals Represented		
Premises <ul style="list-style-type: none"> <li>• Owned</li> <li>• Leased</li> </ul>		
<b>TOTAL</b>		

### E. TECHNICAL EVALUATION COMMITTEE'S RECOMMENDATIONS

The evaluation of the tender and tenderer by Technical Evaluation Committee will be summarized as follows:

<b>Major Area of Concern</b>	<b>Indicators from the evaluation Exercise</b>	<b>Aggregated Scores</b>
Responsiveness of Tender to Public Procurement Act Requirements		
Responsiveness of Tender to KMPDB's Technical Specifications		
Physical and Administrative Organization of Tenderer		
Technical Ability of tenderer to meet the specific performance targets of the tender		
Financial Ability of tenderer to meet the production, delivery and payment terms of the tender		
<b>TEC Decisions</b>	<b>Recommended or Not Recommended</b>	

<b>SUMMARY OF EVALUATION</b>	<b>POINTS</b>	<b>SCORE</b>
Mandatory Criteria	<b>30</b>	
Capability Assessment	<b>15</b>	
Technical Capability	<b>15</b>	
Financial Capability	<b>30</b>	
Operational Assessment by site visit	<b>10</b>	
<b>Total Score/100</b>	<b>100</b>	

**N/B: Only bidders who will obtain 70 points and above shall be prequalifies for supply of goods and services.**