

**REPUBLIC OF KENYA**



**COUNTY GOVERNMENT OF MIGORI**

**MIGORI COUNTY ASSEMBLY**

**TENDER DOCUMENT FOR**

**SUPPLY, INSTALLATION, CONFIGURATION,  
CUSTOMIZATION, TESTING, COMMISSIONING  
AND SUPPORT OF AN ADMINISTRATION ENTERPRISE RESOURCE PLANNING  
(ERP) INFORMATION SYSTEM**

**TENDER NO: MCA/T/04/2021-2022**

**CLOSING DATE: 22 MARCH 2022**

**The Clerk  
COUNTY GOVERNMENT OF MIGORI  
MIGORI COUNTY ASSEMBLY  
P.O. BOX 985-40400  
  
MIGORI COUNTY ASSEMBLY**

## Contents

SECTION I - INVITATION TO TENDER.....	1
SECTION II – INSTRUCTIONS TO TENDERERS .....	2
2.1. Eligible Tenderers .....	2
2.2 Cost of Tendering .....	2
2.3 Contents of Tender Document.....	2
2.5 Amendment of Tender Documents .....	4
APPENDIX TO INSTRUCTIONS TO THE TENDERERS .....	14
SECTION III GENERAL CONDITIONS OF CONTRACT.....	19
3.10 Termination for Default.....	20
3.13 Resolution of disputes .....	21
SECTION IV - SCHEDULE OF REQUIREMENTS.....	23
4.2 Objectives and Descriptions .....	24
4.3 System Descriptions.....	24
4.4 ERP User Requirements .....	25
4.5 Technical Proposal Response Format.....	26
4.7 System Documentation, manuals and Testing .....	27
4.8 Key Personnel, Experience and Qualifications .....	28
4.9 License and Maintenance Agreements .....	30
EVALUATION CRITERIA.....	32
STAGEONE:PRELIMINARY/MANDATORYEVALUATION .....	32
A. TECHNICAL EVALUATION.....	33
PRICE SCHEDULE FORM .....	35
SECTION VI - TECHNICAL SPECIFICATIONS .....	37
<b>TECHNICAL &amp; FUNCTIONAL REQUIREMENTS</b> .....	38
Architect technical requirements .....	38
<b>FUNCTIONAL SYSTEM REQUIRMENTS</b> .....	46
INFRASTRUCTURAL TECHNICAL SPECIFICATION.....	68
1. Server Machine: Technical Specification:.....	68
2. <b>ERP WORKSTATION DESKTOP MACHINES</b> .....	69
3. <b>LAPTOP MACHINE – ERP WEB BASED SYSTEM MONITORING</b> .....	69
4. <b>ERP MOBILE PHONE DEVICES</b> .....	71
SECTION VI – RESPONSE DOCUMENTS .....	72
1. Company Profile.....	72

2. Statutory and Other Documents (Mandatory) .....	73
Technical Capacity – Company.....	75
3. Technical Capacity – Engineers .....	77
STANDARD FORMS.....	79
TEAM COMPOSITION AND TASK ASSIGNMENTS .....	81
(Signature) (Date).....	91

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

MIGORI COUNTY ASSEMBLY (MCA) invites sealed bids from eligible candidates for

**TENDER NO: MCA/T/04/2021-2022**

**FOR SUPPLY, INSTALLATION, CONFIGURATION, CUSTOMIZATION, TESTING, COMMISSIONING AND SUPPORT OF AN ENTERPRISE RESOURCE PLANNING (ERP) MANAGEMENT INFORMATION SYSTEM**

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Interested candidates may view / inspect/ obtain complete tender documents free of charge from the Assembly website ([www.migoriassembly.go.ke](http://www.migoriassembly.go.ke)) and the Public Procurement Information Portal ([www.tenders.go.ke](http://www.tenders.go.ke)).

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing/opening date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender identification number and name and be deposited in the Tender Box provided at the main cafeteria within MIGORI COUNTY ASSEMBLY Compound or be addressed and posted to:

**The Clerk**  
**MIGORI COUNTY ASSEMBLY**  
**P.O. Box 985 - 40400**  
**Suna - 40400**

so as to be received **on or before 22<sup>ND</sup> March, 2022 at 10.00 am**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the Migori **County Assembly Offices**.

**Supply Chain Management Office**

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

### **2.1. Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to 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 relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 55 of the Public Procurement and Asset Disposal Act, 2015.

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 the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 The price to be charged for the tender document shall be Nil

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) Appendix to Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of Requirements
- (vi) Details of Service
- (vii) Form of Tender
- (viii) Price Schedules
- (ix) Contract Form
- (x) Confidential Business Questionnaire Form
- (xi) Tender security Form
- (xii) Performance security Form
- (xiii) Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents**

A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at

the procuring 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 not later than seven (7) days prior to the deadline for the submission of the 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 candidates who have received the tender documents.

2.4.1 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.

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

## **2.5 Amendment of Tender 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 Tenders**

- 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**

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.11.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12 (d) Confidential Business Questionnaire (e) Declaration Form.

## **2.8. Form of Tender**

- 2.8.1 The tenderer shall complete the Tender Form 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 the 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 2.20.5
- 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 15% 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 paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's 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 Appendix to Instructions to Tenderers.



2.12.2 The tender security shall be stated as an absolute value and shall be an amount of not more than two percent of the tender as valued by the procuring entity.

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

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form:

- a) Cash.
- b) A bank guarantees.
- c) Such insurance company guarantee as may be approved by the Public Procurement Regulatory Authority.
- d) Letter of credit.
- e) A guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.4 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender after the deadline for submitting tenders but before the expiry of the period during which tenders shall remain valid.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.28 or
  - (ii) To furnish performance security in accordance with paragraph 2.29.
- (c) If the tenderer rejects correction of an arithmetic error in the tender.

## **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

#### **2.14. Format and Signing of Tenders**

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

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

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL TENDER”** and **“COPY OF TENDER”**. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender
  - (b) Bear Tender identification number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE, (22-03-2022)”**

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

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

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **(22-03-2022)**

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 2.5.3 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 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 tenders, is received by the Procuring entity prior to the deadline prescribed for 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 fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.17.5 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 within fourteen days of termination and such notice shall contain the reasons for termination.

## **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 **(22-03-2022 at 10:00am)** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to 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 of the tender 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.

## **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 sureties 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 dealt with according to Public Procurement Regulation 74(2), 2020 subject to section 79(2)(b) of the Act.
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, 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 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 consider, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4.

- (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 2.22.3 the following evaluation methods will be applied.

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

(b) **Deviation in payment schedule:** Tenderers shall state their tender price for the payment on 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 may verify and 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 consider the tenderer 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 2.11.2 , 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**

2.24.4 Subject to paragraph 2.22 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.

2.24.5 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.

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

**2.25 Notification of Award**

2.25.1 Prior to the expiration of the period of tender validity, 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 2.26. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27 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 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.27.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.27.1 or paragraph 2.26.2 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 tender 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 THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>The tender is open to ICT Solution Providers incorporated in Kenya by the Registrar of Companies who have appropriate and valid accreditations</b>
2.1.3	Qualification Information Statement: <b>Not required</b>
2.2.2	Price to be charged for tender documents. <b>Prospective Tenderers may download complete tender document free of charge from the MIGORI COUNTY ASSEMBLY website (<a href="http://www.migoriassembly.go.ke">www.migoriassembly.go.ke</a>) or from PPIP Portal : <a href="http://www.tenders.go.ke">www.tenders.go.ke</a>.</b>
2.2.3	Reviewing the tender documents: <b>Prospective Tenderers can access and review the tender document free of charge from County Government of MIGORI COUNTY ASSEMBLY website (<a href="http://www.migoriassembly.go.ke">www.migoriassembly.go.ke</a>).</b>
2.7.1	<b>Documents Comprising the Tender:</b> Also includes all documents listed under 2.20.1 and 2.22 of this Appendix to Instructions to Tenderers.
2.9.5	Contract Price Variations: <b>Any contract price variations shall be as allowable in the Public Procurement and Asset Disposal Act, 2015</b>
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:</b> i) <b>Only ICT Solution Providers incorporated in Kenya are eligible</b> ii) <b>Qualification Requirements are as per 2.20.1 and 2.22 of this appendix to Instructions Tenderers</b>
2.12.1	Particulars of tender security if applicable. <b>Must Submit a Tender Security in the form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Asset Disposal Regulations, 2020, amounting to (2% of Tender Sum), valid for an additional thirty (30) days after the expiry of the tender validity period i.e. valid for 120 days after the date of tender opening.</b>
2.12.3	Denomination of Tender Security: <b>The tender security shall be denominated in Kenya Shillings and no other currency shall be allowed</b>
2.12.4	Form of Tender Security: <b>A guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Asset Disposal Regulations, 2020.</b>
2.14.2	Signing of Tenders: <b>The tender shall be signed only by a person(s) duly authorized to bind the tenderer</b> <b>The tender document should additionally be serialized.</b>
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Supply chain

	Management Office.																
2.20.1	Tenderers are required to submit the following <b>MANDATORY DOCUMENTS</b> which will be used during <b>PRELIMINARY EXAMINATION</b> to determine responsiveness, notwithstanding any other requirement in the tender document: -																
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	8	Must submit a dully filled, signed and stamped Confidential Business Questionnaire in format provided.
	9	Must submit Audited Financial Statements reported within the last Eighteen (18) months of the date of tender document and signed by auditor(s) approved by Institute of Public Accountants of Kenya (ICPAK) . At least 50% of the Turnover must be attributable to sale, supply and implementation of ICT Systems and evidence to attest the same shall be submitted where the same not easily discernible from the financial statement.
	10	Software Manufacturer's / Developers authorization authorizing the bidder to submit a bid or Self-Declaration that the bidder is the developer of the software

	<p>14 A duly executed agreement if two or more firms are jointly responding to the tender being evidence of the said firm’s collaboration. The agreement should indicate the nature and duration of the partnership. It should be signed and/or sealed by authorized signatories for all. The teaming agreement should clearly state the lead partner and the roles and responsibilities for all parties. The lead partner will take responsibility for delivery of the assignment. For Tendering Purposes: -</p> <p>(i) All tender forms shall be in the names of all parties to the Agreement.</p> <p>(ii) The other party(ies) to the agreement shall also submit copies of their Registration Certificate(s) with Registrar of Companies, Tax Compliance Certificate(s) and Audited Financial statements for the last financial year.</p> <p>15 Submit a written Power of Attorney for the person(s) duly authorized to bind the tenderer. MIGORI COUNTY ASSEMBLY will determine whether the tender document has been properly signed</p> <p>16 Submit a duly completed, signed and stamped Declaration form attached to this tender document</p> <p>18 Properly bound, good-presented document. The tender document shall be paginated / serial numbered. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1, 2, 3..... n where n is the last page). Table of contents should also be provided and the document accordingly arranged.</p> <p><b>NOTE: FAILURE TO COMPLY WITH ANY OF THE MANDATOR REQUIREMENTS SHALL LEAD TO DISQUALIFICATION. ONLY BIDDER WHO ARE SUCCESSFUL AT THIS STAGE WILL PROCEED TO THE NEX STAGE OF EVALUATION</b></p>
2.20.2	Arithmetic Errors: <b>The tender sum as submitted and read out during tender opening shall be final and shall not be the subject of any corrections, adjustments or amendments.</b>
2.21	Conversion to a single currency: <b>Tender Prices shall be in Kenya Shillings and no other currencies are allowed. There will therefore be no conversions</b>
2.22.6	<p><b>EVALUATION AND COMPARISON OF TENDERS</b></p> <p><b>Tenders that are found Responsive at the Preliminary Evaluation Stage will be subjected to Detailed Evaluation as per the criteria immediately after this Appendix to Instructions to Tenderers Table notwithstanding any other requirement in the tender documents.</b></p>
2.24 (a)	Particulars of post – qualification if applicable. <b>Migori Couty Assembly Evaluation Team may conduct post-qualification as it deems necessary</b> in accordance with ‘‘The Public Procurement & Disposal Act 2015 Section 83 (1), which provides that ‘‘ <i>An evaluation committee may, after tender evaluation, but prior to the award of the tender, conduct due diligence accompanied by technical staff and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with this Act</i> ’’

2.24.4	<b>Award Criteria:</b> Award Will be made to the lowest evaluated bidder.
2.25.2	Communication to unsuccessful Tenderers: <b>All written correspondences with tenderers, including communicating outcome of the tender process, shall be through <u>E-MAIL</u>. Tenderers must therefore provide their E-mail addresses:</b>
<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
	<b>Email Address 1 (Mandatory):</b> _____ <b>Email Address 2: (Optional):</b> _____

**2.22.6 : DETAILED TECHNICAL EVALUATION CRITERIA AND COMPARISON OF BIDS**

- 2.22.6.1. The MCA will evaluate and compare the technical proposals which have been determined to be substantially responsive after mandatory/preliminary examination.
- 2.22.6.2. Bidders meeting the above criteria will be subjected to a detailed evaluation by the Evaluation Committee. As part of its detailed evaluation; the Evaluation Committee will consider the extent to which the bidders have addressed the system requirements including compliance to the relevant national and international standards.
- 2.22.6.3. In the Detailed Evaluation of Technical Proposal, the criteria have been assigned weights or scores for the purpose of determining the overall level of compliance to the technical requirements.
- 2.22.6.4. Each responsive proposal will be given a Technical Score (TS). **A proposal shall be rejected at this stage if it does not respond to important aspects of the specifications** or if it fails to achieve the minimum technical score
- 2.22.6.5. Technical capability which will be assessed through desktop evaluation and solution demonstration. The Successful bidder will be subjected to a **Three (3) months pilot extendable to Six (6) months** implementation phase before confirmation.

**2.22.6.7 Pilot**

The Successful bidder will be expected to implement the system on a pilot basis for a period of

Three (3) Months extendable to Six (6) months before commissioning and full implementation

Before the pilot and as part of due diligence, the evaluation committee may visit site(s) where the successful bidder has implemented a similar solution. The visit may extend to the successful bidder’s offices to meet and interrogate proposed staff.

*The vendor shall obtain and submit formal authorization for proposed client site visits.*

**The pilot shall involve but not limited to:**

No.	Pilot Evaluation
1.	Project Team Composition & Management
2.	Compliance to the detailed specification checklist.
3.	Modules Implementation. Modules to be implemented during the Pilot shall be agreed on since implementation will be phased

## **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**

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

### **3.3    Standards**

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

### **3.4    Patent Right's**

- 3.4.1 The tenderer shall indemnify 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 Inspections and Tests**

- 3.6.1 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.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 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.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 Prices**

- 3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in 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.

### **3.9 Assignment**

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

### **3.10 Termination for Default**

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

3.10.2 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.

### 3.11 Termination of insolvency

3.11.1 The procuring entity may at 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.

### 3.12 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.

### 3.13 Resolution of disputes

3.13.1 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.

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

### 3.14 Governing Language

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

### 3.15 Force Majeure

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

### 3.16 Applicable Law.



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

**3.17 Notices**

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

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

## SECTION IV - SCHEDULE OF REQUIREMENTS

### 4.1 Background

Migori County Assembly intends to improve efficiency in service delivery by integrating all operations under one automated platform by implementing an Enterprise Resource Planning (ERP) Management Information System. The proposed solution must be fit-for-purpose for use at the county and must be agile to provide fall backs in the event of downtime.

The County Assembly now seeks a partner to supply, implement and maintain an Enterprise Resource Planning Management Information System herein referred to as ERP. The Assembly requests the services of a Software Implementation vendor to implement and integrate with existing systems to support the following operational areas of the project;

The requirements have been categorized as follows:

FUNCTIONAL	
No.	Requirements Functional Area
1.	Financial Management
2.	Human Resource and Administration Management
3.	Supply Chain Management
4.	Customer Relations Management
5.	Internal Audit Management
6.	ICT Helpdesk Management
7.	Committee Work Management

The purpose of this document is to set out the terms of reference for the implementation of the above functional areas and seeks to establish to the greatest possible extent complete clarity regarding the requirements for both parties to the agreement resulting from this tender. The implementation will be done in phases based on the agreement between the County Assembly and the successful bidder.

It is anticipated that the full implementation of the ERP will:

- Improve efficiency by eliminating repetitive processes and greatly reduce manual interventions and also streamline the Agency's business processes.
- Assist in service delivery as most of our core processes will be automated.
- It will enhance collaboration between directorates/departments by integration with existing system to avoid duplicity of systems.
- It will standardize the operation of the Assembly, save time and increase productivity levels.
- ERP solution will improve the accuracy, consistency, and security of data, all through built-in resources and security controls.

## 4.2 Objectives and Descriptions

The following are the specific objectives include: -

1. Review of ALL the processes, workflows and any other workflow which departments shall suggest during the implementation.
2. Design and implement a web-based Enterprise Resource Planning (ERP) system to automate and integrate all the Assembly's operations/processes.
3. Centralize implementation to enforce necessary controls and facilitate integrated end to end solution, accurate and timely reporting.
4. Implement dashboard capabilities to facilitate online status reporting and informed strategic management decisions.
5. Integrate with other systems especially Government systems such as Ifmis, Ibank , Quickbooks etc), and any other system that shall be found necessary for Assembly operations.
6. Improve organizational productivity through the reduction of time spent on managing documents among others.
7. Integrate and allow for future scalability e.g. Audit analytics, document management systems, e-board systems, big data and analytics.

## 4.3 System Descriptions

1. The system should accept importation and matching of users as exported from the national government payroll system
2. The system should accept importation and interpretation of IFMIS budget allocation for the Assembly per department and per Vote\_Head
3. The System should pick individual staff payment rates based on Job\_Groups for various outing and locations.
4. System should allow creation of committees, assign chairperson, assistant chairperson and members
5. The system should allow creation of departments, assign head of department, assistant various roles to the department
6. The system should have capability to integrate with Emailing system, Branded Bulk SMS with easy SMS top-up feature, easy Bulk SMS balance and SMS outbox logs details
7. The system should include options to create schedules for events and indicate locations, add Members of County Assembly and staff chosen to the event.
8. The system should notify the Speaker/Clerk of the Assembly of the created schedule through Email and Branded sms, carrying the list of the members and staff chosen.
9. The system should allow the speaker/clerk to fine-tune the list and make approvals.
10. The system should notify the Clerk of the assembly of the Approved schedule and list of members. The clerk can still make a finer adjustment of the schedule and make a final approval
11. The system should notify all the staff of the approved schedule, event details, attachments of the event, date and time of event.

12. The systems should allow sharing of Official Communications documents, session papers, Memos, notices and other internal documents to all members over Branded SMS and emails.
13. Should have Chambers attendance schedule, keep tracking members present through biometric access system, attendance timetable and rooms allocation feature
14. Should have In-house attendance schedule, keep tracking members present through biometric access system, attendance timetable and rooms allocation feature
15. System should allow creation of Payment requests for Claims Vouchers, Imprest Vouchers, Supplier Vouchers, Staff Vouchers, and Salary Vouchers.
16. The system should allow digital signing of payment vouchers at Voucher Examination, Voucher auditor, Voucher Approvals and Voucher Examiner.
17. System should allow for Various Budget estimates, Spending and Budget Spending
18. The system should allow Biometric data integration to monitor real-time staff attendance, and in-house attendance, chambers attendance and other schedules attendance
19. Should Have Staff Loan and Mortgage Features to track staff loans, contributions, taxes, relief and insurance
20. Should have Transport Module - To manage Staff Vehicle stickers generation, Staff vehicles ownership details, Mileage services, fueling services, and routing details, real-time vehicle tracking services.
21. Should have stores and inventory services – Staff Requests for Items, Approved online and issued online. Stock balances, bin cards and other inventory services
22. Should have Procurement services – Suppliers Listing, Prequalification, Master prequalification documents settings, etc
23. The system should accept assigning of Staff various roles, with a special group of senior staff, administrators, Member of county assemblies, and other staff, each with various levels of privileges:
  - a. Senior staff access budgets, privileges

Members of County Assembly accesses chambers report, schedules added to , payments paid to them, current balances due, and statement of activities assigned.

#### 4.4 ERP User Requirements

1. The system should be able to handle different functions in a seamless and a user-friendly manner. The system should also be easily configurable in case additional functions are launched in the future.
2. The system should be scalable and should integrate with the Existing systems using APIs
3. The system should be Flexible and configurable in case of functional changes.
4. Seamless generation of accurate reports (Financial and others that shall be specified by the end users and management)
5. Business Intelligence and quick report generation to be incorporated into the system.

6. System Security – Guarantee for the confidentiality, integrity and availability of the data stored in the system.
7. Data Migration
8. Technical and user training
9. Technical and user support
10. The System should be flexible to accommodate all user requirements that cover any minor omissions not stipulated within this tender documents

### **Professional Services**

Provisions of professional services are as follows:

- i) Training of technical and end users
- ii) System documentation and Testing
- iii) Knowledge transfer to MCA staff
- iv) On-going support and maintenance of the ERP solution for a minimum period of 5 years

## **4.5 Technical Proposal Response Format**

To facilitate the analysis of responses to this tender, the Bidder is required to prepare their proposals in accordance with the instructions outlined in this section. Bidders must respond in full to all bid document sections and follow the format provided (section numbering, etc.) in their response. Failure to follow these instructions may result in disqualification. For each question asked in the bid document, the proposer shall provide in their response, the question asked and their answer using the section numbering of the bid document. Proposals shall be prepared to satisfy the requirements of the bid document. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables should be numbered and labelled clearly. The proposal should be organized as follows:

### ***4.5.1 Executive Summary***

This part of the response to the tender should be limited to a brief narrative & not to exceed three (3) pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non- technical personnel. The executive summary should not include cost quotations.

### ***4.5.2 Firms Experience***

Bidders must provide the firms experience in providing services of a similar nature and size to at least 5 organizations and details of work under way or contracted. Attach the names, addresses and contact details of these organizations. Format is provided under Section 7.6 of this tender document.

### ***4.5.3 Proposed Implementation Plan***

The Bidder shall provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

The plan should include but not limited to implementation methodology, communication plan, project change management plan, software customization plan, system interface plan, data-conversion plan, and implementation testing plan/quality assurance plan, pre-and post-implementation support plan, and a training plan

#### ***4.5.3.1 General Implementation Approach***

Provide a general overview of the implementation approach you plan to use for the implementation of the different functional areas.

#### ***4.5.3.2 Hardware, Software and Storage Design and Installation Consulting***

The bidder is advised to provide details of the required hardware and related technologies capable of supporting the proposed solution.

### **4.6.4 Implementation and Training**

Upon successful implementation, the Assembly shall require the solution provider to provide training as specified below;

- i) End User Training: All end-user and technical training will be performed on-site through implementation and be performed by the Bidder. End user implementation training will be provided by the Bidder and include joint participation by the relevant Assembly process owner team lead supporting the process area in the new software system. Technical Implementation training will include training for County's IT staff on the technologies required to support the new modules.
- ii) Train the Trainer: The Vendor will incorporate a "train the trainer" approach where only key Assembly Departmental Heads will be trained through implementation on the solution and then they will train the remainder of the Assembly staff in their respective areas.

### **4.7 System Documentation, manuals and Testing**

The successful bidder shall submit a software requirement specification document that shall contain the functionalities of the ERP before commencing development.

The successful bidder shall be required to provide user manuals (technical and End user) to the County as part of the initial training and on-going operational support. The Bidder should also describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the County related to such testing:

- i) System testing
- ii) Integration testing (in relation to the ERP modules)
- iii) Stress/performance testing
- iv) User acceptance testing (UAT)

## **5.8 Knowledge Transfer**

The Bidder should describe their process for ensuring that transfer of knowledge occurs back to the County staff such that staff are capable of supporting and maintaining the application in the most proficient manner once the implementation engagement is complete.

## **4.8 Key Personnel, Experience and Qualifications**

The bidder shall be required to propose suitable personnel plan capable of delivering the project throughout the contract period. In case of exit during the contract period, the service provider shall provide as a replacement a person of equivalent or better qualifications.

### ***4.8.1 Core Development Team***

The plan should include the activities and personnel timelines during the period. Bidder will be expected to propose personnel planned for use in the project with expertise in the following areas;

- i) ERP Core Setup and Installation
- ii) ERP Development
- iii) Web Development
- iv) Support and Maintenance

For each of the above areas the proposed persons shall be required, at minimum, to have a degree in Computer Science or equivalent. For each of the persons proposed provide references of an institution where they have deployed a solution of similar scope. The reference contacts (email and Phone No should be provided).

#### ***4.8.1.1 Project Manager/Team Leader***

Implementing team proposed shall have a team leader whose main duty will be to ensure that implementation of the system adheres to planned schedules and budgets; The lead implementer shall have the following qualifications and experience;

- Qualification  $\geq$  MSc. Computer Science or Equivalent
- Experience  $\geq$  10 yrs and must have undertaken at least Three (3) Similar assignments

#### ***4.8.1.2 Software Developer***

Shall have the following qualifications and experience;

- Qualification  $\geq$  MSc. Computer Science or Equivalent
- Experience  $\geq$  10 yrs and must have undertaken at least Three (3) Similar assignments

#### ***4.8.1.3 Web developer***

Shall have the following qualifications and experience;

- Qualification  $\geq$  BSc. Computer Science or Equivalent
- Experience  $\geq$  5 yrs and must have undertaken at least Two (2) Similar assignments - Any Additional Professional Certification shall be an added advantage

#### ***4.8.1.4 Business Analyst***

Shall have the following qualifications and experience;

- Qualification  $\geq$  BSc. Computer Science or Equivalent
- Experience  $\geq$  5 yrs and must have undertaken at least Two (2) Similar assignments - Any Additional Professional Certification shall be an added advantage

#### ***4.8.1.5 Support Engineers***

Shall have the following qualifications and experience;

- Qualification  $\geq$  BSc. Computer Science or Equivalent
- Experience  $\geq$  5 yrs and must have undertaken at least Two (2) Similar assignments - Any Additional Professional Certification shall be an added advantage

#### ***4.8.1.6 Any other Proposed Relevant Staff (At Least 2)***

Shall have the following qualifications and experience;



- Qualification  $\geq$  Relevant Degree
- Experience: Relevant Experiences

## 4.9 License and Maintenance Agreements

Sample license and maintenance agreements must be provided in this part of the Bidder's response for all components of the recommended solution. Software licenses shall be perpetual and concurrent. The system shall provide for unlimited number of users and allow a total of 200 concurrent users at any given moment in time. The bidder is required to give some notes on increasing the number of licenses as and when needed.

### 4.9.1 Warranty and Support

A warranty period of at least 1 year after commencement of live operations should be given by the bidder. Live operations will be determined as the date when the solution is commissioned.

### 4.9.2 Training

The bidder should provide tentative training courses and durations for the Core System for Super users, technical support staff and users. Note that this number has been provided to enable the vendor give an indication of training costs for evaluation purposes, this number is expected to change and shall be determined with certainty once the implementer carries out the training analysis.

The contractor will be expected to provide a Training plan with an estimate of the training costs. The amount of training varies depending on the complexity of the system, the amount of change to the organization and the ability of the trainees to absorb the material presented. Training will include:

- Departmental users – Detailed instructions on accessing and using the various features of System.
- System Administrators – Technical instructions on maintenance and support for the system.

The training is a practical exercise and labs and simulations should be emphasized. The training will either be held at the bidder's site or the CGS. The bidder's will also be expected to clearly define the following:

- Define the Instructional Methods

These will be the different training methods to satisfy the various subsets of training requirements for the selected audience (e.g. web-based training, instructor-led training, job aids or other support materials, Train the Trainer).

ii) Develop Training Materials

Develop the training syllabus, presentation materials, job aids, Quick Start Guides, Certification. These will have to be approved by CGS before the training starts. It should clearly define the scope of training, including topics to be covered and related exercises. This material should be available to the trainees a week before the training starts.

iii) Training Deliverables

The deliverables are comprised of a series of presentations and/or documents outlining operational processes and procedures. The deliverable would also include the trainees measured ability to perform tasks on the system. A means of measuring this achievement will have to be developed beforehand.

- ✦ Web-Based training material
- ✦ Instructor-led or Train the Trainer training material
- ✦ Quick Start Manual
- ✦ Job-aids

The contractor will need to develop a means to evaluate the evidence of the training undertaken by the trainee.

### **Site Visits**

The most responsive bidder may be requested to facilitate at the bidders cost reference site visits that include assessment of similar systems at reference sites provided by bidder and interviews with the users at these sites by the members of technical evaluation team; and verification of Manufacturer Authorization letters.

## EVALUATION CRITERIA

The tenders submitted will be evaluated in three (3) stages; Mandatory, Technical, and Financial. The evaluation process will be in stages as follows: -

1. Preliminary / Mandatory Evaluation
2. Technical Evaluation:
  - i. Firm's Technical Evaluation
  - ii. Conformity to Specifications - Mandatory Technical Evaluation
3. Financial Evaluation

### STAGEONE:PRELIMINARY/MANDATORYEVALUATION

The preliminary evaluation criteria shall be complied with by all bidders. Bidders who fail in any one of the criteria shall be disqualified.

S/NO	MANDATORY DOCUMENTS
MR. 1	Must submit a copy of certified Certificate of Registration / Incorporation
MR. 2	Must submit a copy of certified Valid tax compliance Certificate
MR. 3	Must submit a copy of PIN and VAT Registration Certificate
MR. 4	Must submit a copy of Company Profile
MR. 5	Must submit a copy of certified Valid Business Permit
MR. 6	Submit a CR12 form showing the shareholders of the firm or a list of Directors or a sworn affidavit of the Directors of the company or Power of Attorney for sole proprietors
MR. 7	Must submit a copy of Certificate of dealership or Authorization or accreditation from internationally recognized solution providers.
MR. 8	Must Submit copy of certified ISO Quality Management System – ISO/IEC 9001:2015
MR. 9	Must Submit copy of certified ISO Information Security Management System - ISO/IEC
MR. 10	Must submit a tender security of 2% of Tender Sum in the form of a bank guarantee valid
MR. 11	Work Plan - Detailed description of a work plan which should include but not limited to the supply, delivery, installation, customization, configuration, testing and training
MR. 12	Duly filled, signed and stamped Form of tender
MR. 13	Duly filled, signed and stamped Confidential Business Questionnaire
MR. 14	Must Submit a written confirmation that the tenderer accepts responsibility for the successful integrations and inter - operability of all components of the system as required in the tender document.
MR. 15	Bidders must complete certificate of independent Tender Determination
MR. 16	Bidders must complete form SD1(bidders must submit dully completed form stating that they've not been debarred to undertake any procurement matters
MR. 17	Bidders must complete form SD2(Confirming the person/ tenderer will not engage in any corrupt or fraudulent practice)
MR. 18	Tender has been signed by the person authorized to do so (Power of Attorney/Sworn in Affidavit)

NOTE: Bidders meeting the entire above mandatory requirements will be subjected to Technical Evaluation.

## A. TECHNICAL EVALUATION

Technical evaluation for firms that qualify at the mandatory evaluation stage shall be done out of 100%. The pass mark will be 70 out of 100. The firms shall be evaluated on a scoring matrix as shown below:

### STAGE TWO: TECHNICAL EVALUATION

#### (i) FIRM'S TECHNICAL EVALUATION

- (a) This section consists of 100 Marks.
- (b) Bidders who score less than 80 marks in this section will not proceed to the mandatory technical evaluation stage.
- (c) Bidders should attach document evidence for the requirements provided

No.	Evaluation Attribute	Weighting Score	Max. Score
T.S.1	Project Experience Number of years in operation in the industry	Experience on software development, deployment and implementation in companies or government and non-governmental organizations Experience on ERP is an added advantage	10
T.S.2	Project Experience Capacity Provide a list of clients and references of similar works in the last 3 years. The bidder MUST demonstrate relevant experience in installation, maintenance and automation of ERP Systems	The maximum accumulative volume of similar assignments in a year handled in the last three years 2018, 2019 2020 (For each project attach executed Contract, LSO, Delivery Notes or Completion letter)  <ul style="list-style-type: none"> <li>• Above 30 million in each of the years (30marks)</li> <li>• Others prorated as:</li> </ul> $\frac{\text{Volume}}{30 \text{ million}} \times 30$	30
T.S.3	Financial Capacity Provide audited financial statements	Bidders are required to have an average annual turnover of Kshs 30 million and above as per annual audited accounts for the last two (3) years (2019 & 2020) for each year. Turnover of 30 million and above in each year - (10 marks)  <ul style="list-style-type: none"> <li>• Others prorated as: (Volume/30) x30</li> </ul>	20

T.S.4	Project Management, Implementation Plan and Methodology	Detailed Methodology (10 Marks) Detailed Training and kills Transfer plan (2 Marks) Training Curriculum (2 Marks) Detailed Integration plan (1 Marks) Warranty and Support plan (1 Marks) • Draft SLA plan detailing escalation matrix, support and communication structure (4 Marks)	10
T.S.5	Commitment letter A letter of commitment to complete all works as per the work plan provided	• The bidder to make an undertaking that he/she can meet the set timelines during the contract	10
T.S.6	Human Resource Capacity Qualified Key Personnel's Provide CVs & Certificates of at least 3 technical staff with at least 3 years' experience in similar assignments.  Provide a CV & Certificates of one lead engineer with at least 5years	i. Each technical staff shall earn 4marks i.e. 2mrks in experience and 2mrks in training (12marks)  ii. Lead engineer shall earn 8mrks i.e. 4mrks in experience and 4mrks for qualification in BSc. Degree training (8marks)	20
No.	Evaluation Attribute	Weighting Score	Max. Score
	post qualification experience and a BSc. Degree of relevance		
TOTAL SCORE			100

**NOTE:**

Bidders who obtain **70 marks** and above shall proceed to the mandatory technical evaluation stage.

(ii) CONFORMITY TO TECHNICAL SPECIFICATIONS

MANDATORY TECHNICAL EVALUATION

1. Bidders to respond with YES/ NO and attach all relevant certified documentation for each item
2. Bidders who provide a response of NO in any of the provided requirements will be automatically disqualified.

Bidders who fail to attach the required documentation/ brochure of their proposed solution with an explanation indicating the correct page on the page number column in the table below will lead to disqualification.

## STAGE THREE: FINANCIAL EVALUATION

### PRICE SCHEDULE FORM

The Bidders will be evaluated on the least cost Principle where the lowest evaluated bidder will proceed for Committee Recommendation

#### 7.2.1 Modules

No.	ERP Modules	Cost (Kshs.)
<b>1</b>	<b>Financial Management</b>	
1.1	Accounts Payable	
1.2	Accounts payable Reconciliation Reports	
1.3	Fixed Assets	
1.4	General Ledger	
1.5	Financial Reports	
1.6	Budget Preparation	
1.7	Budget Monitoring	
1.8	Receipting and payment Vouchers management	
1.9	Imprest Management	
	Other sub modules	
<b>2</b>	<b>Human Resource and Administration Management</b>	
2.1	Employee Management	
2.3	Transport / Fleet Management	
2.4	Records Management	
	Other sub modules	
<b>3</b>	<b>Supply Chain Management</b>	
3.1	Supply Chain Management	
3.2	Contract Management	
3.3	Stores Management	
	Other sub modules	
<b>4</b>	<b>Plenary &amp; Committee Allowance Management</b>	

5	ICT Helpdesk Management	
9	Permit System Module (Permit Approval)	
<b>Sub-Total 1 Transferred to Summary</b>		

**Summary of Tender Cost**

No.	Description	Qty	Unit Cost	Total Cost (Kshs.)
1	Total costs of EPR System and Modules (Table Above)	1		
2	ERP Installations, Customization, Configurations,	1		
3	Costs of Infrastructure (Servers Equipment, & Software)	1		
4	Work Stations (ALL-In One Desktop Display Machine)	10		
5	Laptop Machine – Web based System Monitor	2		
6	Mobile Devices (Table Mounted Tablets)	60		
7	Smart Phone Samsung Galaxy Z Fold 3 5G 12GB/256GB	1		
8	Training, 5 Year Maintenance and Support	1		
9	Contingency Cover – Allow Ksh 300,000	1		300,000
10	Project Management Cost – Allow Kshs 200,000	1		200,000
	<b>TOTAL COSTS OF ERP AND SUPPLIES</b>			<b>KES</b>
	Government VAT @16%			
	<b>Total Transferred to Form of Tender (VAT @16% Inclusive)</b>			
	<b>GRAND TOTAL COST OF TENDER</b>			

Signature of Tenderer \_\_\_\_\_

Date \_\_\_\_\_

Stamp \_\_\_\_\_

## **SECTION VI - TECHNICAL SPECIFICATIONS**

### **6.1 Background to the Project and needs identification**

MIGORI COUNTY ASSEMBLY (MCA), realizes the role of information technology as a strategic business enabler in its pursuit of operational excellence. MCA is therefore undertaking an automation initiative to enhance the effectiveness and efficiency of its business processes. MCA seeks to have the implementation and operationalization of an Enterprise Resource Planning (ERP) solution as an initiative to raise performance standards (efficiency and effectiveness) in service delivery with respect to administrative support functions and hence reduce operational costs by leveraging on technology to achieve full electronic service.

### **TECHNICAL REQUIREMENTS**

The requirements are divided into three namely:

1. The mandatory requirements which consist of the general cutting across requirements and some of the module specific requirements. All requirements outlined are mandatory and must be met to provide a reasonable guarantee that the ERP system will meet its envisioned objectives. The bidders who qualify in the mandatory technical will be moved to next stage of technical scoring.
2. The detailed module specific requirements which will be scored.
3. Infrastructural Requirements (System Hardware and Software requirement and cost)



## TECHNICAL & FUNCTIONAL REQUIREMENTS

The systems that are proposed in response to these terms of reference should meet all the general technical requirements presented in this section.

### Architect technical requirements

**NB: The bidder response should give a response to every item listed in the technical requirements.**

Item No	Item	Architectural Technical Requirement	Bidder's Response	Reference Pages in Document
1	<b>Technology</b>	<ul style="list-style-type: none"> <li>The system should be developed in the current technology and must have a capability to be viewed in all operating systems and devices without distortion of information and User Inteface</li> </ul>		
		<ul style="list-style-type: none"> <li>The system should support an administration module for the complete management of the total system</li> </ul>		
		<ul style="list-style-type: none"> <li>The system should be user friendly, menu driven with extensive online help facilities.</li> </ul>		
		<p>The system should have an extensive use of parameters and tables to ensure that the system is flexible to enable the Migori County Assembly accommodate future changes.</p>		

Item No	Item	Architectural Technical Requirement	Bidder's Response	Reference Pages in Document
		<p>The bidder must define the technology platform(s) to be used to fully deliver their proposed platform. This should include: -</p> <ul style="list-style-type: none"> <li>o The proposed components of the system (Names and versions)</li> <li>o The application development environment.</li> <li>o The database proposed.</li> <li>o Operating system proposed.</li> <li>o Client or end-user operating systems supported</li> <li>o open-endedness of the platform to allow integration with other upcoming systems</li> <li>o Describe the programming language/technology of the system.</li> <li>o Supply and installation/setup of the appropriate software, licenses and kits;</li> <li>• The system should be accessible via the internet, intranet as well as on mobile devices.</li> </ul> <p>The system should interface with other applications</p>		
3	<p><b>Scalability and Performance</b></p>	<ul style="list-style-type: none"> <li>• One of the fundamental requirements of solution architecture to be provided by the vendor is its ability to scale up as and when new applications and services are added and transaction volumes increase without compromising the performance of the overall solution.</li> <li>• It should provide for Scale-Up and Scale-Out on the platform, Web Servers, Database Servers, Application Integration Servers, Business Intelligence (BI) and all other solution components.</li> <li>• The system must be adaptable and scalable with changing technology</li> </ul>		

Item No	Item	Architectural Technical Requirement	Bidder's Response	Reference Pages in Document
4	<b>Availability</b>	<ul style="list-style-type: none"> <li>System should be designed to remove all single points of failure. The system should provide the ability to recover from failures, thus protecting against many multiple component failures</li> </ul>		
5	<b>Manageability</b>	<ul style="list-style-type: none"> <li>All the components of the system must be manageable from a remote management console. Shall provide custom reporting of current and historical system performance parameters. Performance parameters to be tracked include resource utilization (CPU, Memory, Hard Disk, I/O, and Processes), uptime, throughput, device alerts/failure etc.</li> </ul>		
5	<b>Architecture</b>	<ul style="list-style-type: none"> <li>The system should support a multi-tier architecture with each tier fully independent.</li> <li>It should have the ability to integrate with Active Directory/ LDAP (for authentication) and e-mail system and also provide a flexible API for system integration and application development.</li> <li>The system should provide a modular facility to customize the document management interface to meet specific functional requirements</li> </ul>		
	<b>Security</b>	<ul style="list-style-type: none"> <li>The ability for the system to grant access to users through a single sign-on/log-on facility.</li> <li>Login, password and user settings are limited to administrator role and define password strength and alerts to change password for a defined period</li> <li>Allow segregation of duties.</li> <li>Configure violations to warn users, block the files from being posted and/or replace the files with custom text.</li> <li>Two factor Authentication of users</li> <li>The system must support extensive audit trails at folder/ aggregation of records level</li> </ul>		

Item No	Item	Architectural Technical Requirement	Bidder's Response	Reference Pages in Document
		<p>to the lowest object level for each action done by a particular user by stamping the user name, date and time. The system should ensure that the audit trails remain unalterable and this function should be fully handed over to the purchaser.</p> <ul style="list-style-type: none"> <li>• Provide system's security driven by roles, so as to reduce the number of security profiles that need to be maintained?</li> <li>• The system should have adequate data entry security controls, validation, check digit, etc.</li> <li>• Enforce password security policy.</li> <li>• Separation of business application system access and administration from that of Database Administration and Operating System access and administration.</li> <li>• Audit trail on Users, functions accessed with details of transactions should be posted to a secure log file both within the system and an offsite location that is only accessed by a designated staff.</li> <li>• Maintain Disk Storage of Audit Trail Log file (log password reinstructed)</li> <li>• The system should be modular allowing phased implementation of additional modules.</li> <li>• Implement Database level security</li> <li>• Different levels of confidentiality for different groups</li> <li>• Authentication of users against the Active Directory</li> <li>• Implement Secure Socket Layer (SSL) support</li> <li>• Encryption</li> <li>• Account lockout</li> </ul>		

Item No	Item	Architectural Technical Requirement	Bidder's Response	Reference Pages in Document
		<ul style="list-style-type: none"> <li>• Session timeout</li> </ul>		
	SYSTEM USER ADMINISTRATION	<ul style="list-style-type: none"> <li>• Unlimited number of Administrators</li> <li>• Unlimited number of End users</li> <li>• Flexible User Role Administration-based access control</li> </ul> Multi-Organization support <ul style="list-style-type: none"> <li>• The system 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</li> </ul>		
	<b>User Authentication</b>	<ul style="list-style-type: none"> <li>• Each user must be identified with a unique user-id /</li> <li>• username and password on the application.</li> <li>• All user accounts must be managed with reference to and in synchronization with an authoritative central user management system e.g., identifying personal numbers in Migori County Assembly's active staff database (Active Directory, Central HR database or the ERP etc.) for internal Migori County Assembly's users</li> </ul> NB: User accounts management activities include but not limited to new user creation, user maintenance, and user authentication (during login). <ul style="list-style-type: none"> <li>• All new user accounts must have a system-generated random password when created. A secure way of communicating the initial password to the user should be utilized, e.g., via an e-mail account.</li> <li>• The system must prompt users to change their passwords the first time they log on to the application.</li> <li>• The system must support password expiry features with a configurable frequency. This should be parameterized to allow flexibility</li> </ul>		

Item No	Item	Architectural Technical Requirement	Bidder's Response	Reference Pages in Document
		<p>in adjusting this value as required.</p> <ul style="list-style-type: none"> <li>• The system should not support automatic logins to guard against brute force attacks. The login page should include a challenge which the user responds to before proceeding with the login.</li> </ul>		
	<b>Password Matrix</b>	<ul style="list-style-type: none"> <li>• Password Strength Controls:</li> <li>• Passwords should have a configurable minimum and maximum lengths</li> <li>• Password must meet a configurable combination of the following 4 complexity rules: <ol style="list-style-type: none"> <li>1. at least 1 uppercase character (A-Z)</li> <li>2. at least 1 lowercase character (a-z)</li> <li>3. at least 1 digit (0-9)</li> <li>4. at least 1 special character (punctuation)</li> </ol> </li> <li>• These password features should be configurable to support future complexity requirements</li> </ul>		
	<b>Confidentiality</b>	<ul style="list-style-type: none"> <li>• The system must ensure that data are accessible only to those authorized to have access.</li> <li>• Access to the server resources must be protected and authorized by the system to prescribed Actors/Roles as documented.</li> <li>• All user account management functions must require re-authentication even if the user has a valid session id. Session should expire in 5 minutes after request is idle. This time shall be configurable.</li> <li>• Time of changes to data must be recorded to the nearest second Accountability. The system must maintain complete, secure records of</li> </ul>		

Item No	Item	Architectural Technical Requirement	Bidder's Response	Reference Pages in Document
		actions that affect security. Such action includes introducing new user to the system, assigning or changing the security level of a subject or an object and denying access attempts.		
	<b>Load Balancing</b>	Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration and load balancing.		
	<b>Recovery Testing</b>	One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests will be carried out to see how well the system recovers from crashes and hardware failures.		
	<b>System Licensing</b>	The bidder is expected to: Indicate the period of warranty (not less than 24 months)		
	<b>System support</b>	The bidder MUST guarantee free support for the proposed system for at least two (2) years after commissioning.		
		The bidder should furnish a maintenance schedule for the platform supplied		
		Hand over Intellectual Property Rights related to the customization to Migori County Assembly, including all related designs and all relevant further documentation or propose an agreeable escrow contractual agreement		
	<b>License</b>	Grant to the Migori County Assembly license to access and use the Software, including all inventions, designs, and marks embodied in the platform.		

Item No	Item	Architectural Technical Requirement	Bidder's Response	Reference Pages in Document
		<p>Bidders are required to give information on all licensing regime. Such license to access and use the Software shall be:</p> <p>Non-exclusive;</p> <p>Fully paid up and irrevocable Valid for use within the processes of the Migori County Assembly, within the volume restrictions of the license structure</p>		
		<p>The Bidder will not include configuration in platform that restricts and/or limits access to certain features, functionality or capacity of such Software subject to the Migori County Assembly making payments or for other self-help or retaliatory</p>		
		<p>During performance of the Contract, the Bidder shall offer to the Client all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within agreed timelines</p>		



## FUNCTIONAL SYSTEM REQUIREMENTS

### 1. Human Resource and Administration

#### a) Recruitment

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	The system should allow for capturing of staff establishment		
	Ability to store application details including Bio data, personal details, address, confidential details, employment details, company structure details, current salary details, employee history, tax, and employee qualifications, photos		
	The system must allow HR officer to create a vacancy and save without posting. The vacancy may be posted later after relevant approval. (draft->publish)		
	The HR officer can unpublish a vacancy from the system even before the deadline with a reason.		
	The system should allow applicants to manage their online profile.		
	The system should allow applicants to auto-save the form to work on later.		
	The system should allow registration of new applicant based on the online application form		
	The system should not allow the applicant to submit an incomplete form and highlight the incomplete fields.		
	The system should send an e-mail/SMS to the registered user on successful application.		
	Use two-step authentication to verify the applicant before registration is successful.		
	Use two-step authentication to verify the applicant before login is successful.		
	The system should have a forgot password functionality to allow the registered user to reset password.		
	The system should send an e-mail/SMS to the registered user on successful reset.		
	The system should allow the registered user to deactivate		

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	his/her account.		
	The system should send an e-mail/SMS to the registered user on successful deactivation.		
	The applicant should view all active job vacancies and the requirements for each vacancy.		
	The applicant should be able to fill out the required fields to create a profile that will be saved.		
	The applicant should be able to edit any section of the saved application profile.		

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	The system should send an e-mail/SMS with summary of the job application and unique tracking number for each submission		
	The System should be able to filter incomplete applications The system should generate a longlist of all applicants The system should generate a shortlist of applicants based on the minimum requirements for each vacancy.		
	The system should allow shortlisting of applicants by appointed officers.		
	Ability to track key recruitment statistics such as; <ol style="list-style-type: none"> <li>1. Total applicants;</li> <li>2. Regretted applicants;</li> <li>3. Total internal applicants;</li> <li>4. Total external applicants; and</li> <li>5. Total male and female applicants.</li> <li>6. List of incomplete applications.</li> </ol>		
	<ol style="list-style-type: none"> <li>1. The system should send an e-mail/SMS invitation to the shortlisted candidates.</li> <li>2. The HR officer will input in the system the interview results of each candidate that was interviewed.</li> <li>3. The HR officers will select the successful candidates based on the results from the interviews.</li> <li>4. The system should be able to capture score sheets by the panelists</li> </ol>		
	<ol style="list-style-type: none"> <li>5. Upon approval, the HR officer should send an e-mail/SMS invitation to the successful candidates using the</li> </ol>		

	<p>system.</p> <p>6. The system should be able to send regret e-mail/SMS to candidates that were not successful at the interview level.</p> <p>7. The system should be able to pick details of the newly appointed candidates on reporting and opening of personnel file.</p>		
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S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	The system should be able to capture Organizational Structure		
	The system should be able to capture and store employee data (qualifications, contacts, dependents, job group, Next of kin)		
	The system must provide Employee Self Service Portal The system must allow an employee to view and update personal data such as names, address, contacts, schools and/or University attended, qualifications, HELB, etc. subject to verification and approval.		
	The system must allow an employee to view and update payment details such as bank, account name, account number, Bank Branch Codes etc. subject to verification and approval		
	The system should be able to capture and store Staff Training process, planning, mentorship and data management		
	The System should allow grouping of employees based on various aspects such as department/Division and grades		
	The system must provide Employee Leave Management – different types of leaves.... (Leave calendar, Request, Recommendation, Approval, Recall, handing over, Notifications, leave balances).		
	The system must provide employee onboarding workflow – allow for notifications to respective sections on new employee and his/her needs i.e. office space, ICT equipment, user account creation on systems, email creation, branded merchandise, stationery, furniture, staff ID etc		
	The system must provide employee clearance and exit Management – online clearance, clearance certificate, final dues, handing over, exit interview.		
	The system must provide management for different exit categories (Resignation, A position is declared redundant, Dismissal, Death)		
	The system must provide management to different staff categories (Permanent Staff, Contract staff, Interns and Research Assistants)		

	The system must provide work flows for Employee Transfer, Postings, Secondments and promotion. The system must provide Disciplinary management process. The system must provide Grievance Handling management process.		
	The system must provide management for Training and development – Training needs analysis, training allocation vs budget, training reports and training evaluation.		
	The system must provide Staff Performance & Appraisal Management Performance management based on the Balanced Score Card - The system to keep track of BSC development and approval, reporting and evaluation, employee performance, generate appraisal reports, provide for appeal of appraisal results		
	Embed a workflow that supports Employee transfers including acting Appointments		
	Provision for uploading and attaching documents to an employee’s profile such as scanned transfer letters, etc		
	Integrated Reporting with export to standard formats such as PDF, text, spreadsheets etc		
	The system should have the ability to schedule reminders i.e performance reviews, probation, benefit eligibility, training, retirement, contract expiry and other events.		
	<b>EMPLOYEE DATA</b>		
	<i>1. Ability to capture personal data such as:</i>		
	a. Name		
	b. Employee number (PF number)		
	c. National ID number/Passport number		
	d. Address: Postal address, Physical address, Email address		
	e. Phone number		
	f. Employment term details: Employment date, employment type etc.		
	g. Date of birth		
	h. Position		
	i. Marital status		
	j. Gender		
	k. NSSF, NHIF, PIN numbers		
	l. Directorate/Department / Region		
	m. Exit date		
	n. Photo		
	o. Tribe/Nationality		
	p. Disability status		
	2. Benefit entitlement details		
	3. Dependent data details		
	B. Employee number (PF number)		
	Next of kin details		

	End of probationary period alerts		
	Alerts for contract renewal and expiry 6 months before the contract ends		
	Alerts for end of probation and confirmation of appointment		
	Engagement status (internship, contract or permanent and pensionable)		
	Ability to issue alerts on retirement date (1 year in advance)		

## B) Transport Management

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	The system should be able to capture and store vehicle details such as Registration Number, Make , Type of vehicle, Specialized use of the vehicle, Specialized equipment on the vehicle, Year of Manufacture, Insurance, Fuel type, Tyre size, Etc.		
	Online transport requisition management and driver/vehicle allocation		
	The system must cater for the capture of the vehicle booking and maintain the car booking status detail (e.g. Available, booked, in use, under repair, etc.)		
	The system must cater for the capture of the driver allocation and maintain the driver's allocation status detail (e.g. Available, allocated, on safari, Not on duty, etc.)		
	Work ticket management (Purchase, issuance, closing and return		
	Ability to monitor fuel consumption transactions and perform analysis showing fuel statistics.		
	Vehicle repair and maintenance management - Ability to keep track and monitor trends in vehicle repair and determine vehicles to keep or to retire		

	<p>Ability to derive fleet based reports such as:</p> <ul style="list-style-type: none"> <li>• Those analyzing costs and monitoring trends in wear, neglect and abuse of equipment.</li> <li>• Preventive and repair maintenance history that lists all of the maintenance performed on the vehicles. This report includes the costs of preventative maintenance and repairs.</li> <li>• Fleet List Reports.</li> <li>• Fuel consumption reports.</li> </ul>		
	Alerts – insurance, vehicle servicing etc.		
	Incident management and observations		
	Transport reports		

**C) Performance and appraisal**

	<b>FUNCTIONAL REQUIREMENT</b>		
	Allow employees to set objectives at the beginning of financial year		
	Allow employees to perform appraisal on the set objectives (mid-years and after end of year)		
	Allow adding of additional objectives where new objectives are assigned during the year (subject to approval by HoD)		
	The system should allow for tracking of all employees performance reviews including past performance reviews		
	The system should be able to generate and print the appraisals		
	The system should be able to send alerts on actions needed e.g setting targets, completing appraisals, submitting appraisals		

**D) Leave management**

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	Implement leave management workflow		
	Notifications (email) at all stages of the workflow		
	Allow upload of supporting documents		
	<p>Ability to maintain leave records of all employees including leave types, rates, history due dates etc.</p> <p>Ability to maintain a leave planner/ schedules by business unit or department.</p> <p>Ability to provide online leave selfentry applications.</p> <p>Ability to calculate accurate detailed departmental and individual accruals for holiday entitlements at any point in time.</p> <p>Record rules on carrying over excess leave and reports in advance on employees' status.</p> <p>Provide electronic leave forms which can be filled and submitted by employees.</p> <p>Ability to amend leave balance once leave is entered and approved in the system, is not subsequently taken in full.</p> <p>Check for overlapping leave dates.</p> <p>Allow departmental heads or managers to authorize leave.</p>		

## 2. Procurement / Supply Chain Management

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	<b>Procurement Plan</b>		
	<p>All the departments should be able to develop a procurement plan on the system (sample procurement plan to be provided by the Migori County Assembly) consistent with an approved The supply chain department shall approve the final plan and generate a report (PDF and Excel) for presentation to the Management for approval. Once approved the plan should be published in a procurement calendar on the system with alerts when procurement timelines are close. After approval, it should be possible for the procurement department to do a supplementary plan or reschedule the plan activities within the financial year under consideration. In addition, it should calculate lead times, budget spent/approved and any variances as may be required budget. The system should allow departments to update their disposal plan which should be linked to the asset register (template to be provided by the Migori County Assembly)</p>		
	<p><b>Procurement methods and Sourcing,</b></p> <p>Supplier Registration and Pre-Qualification - online registration and upload of documentation.</p> <p>Requisition of goods, works and services by all user departments shall be in line with the approved budget and procurement plan. If the item is not in the approved procurement plan, the system should decline the requisition with an alert to the HOD to do a supplementary. Also note disposal requisition should be done through the system</p>		



S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	<p><b>Internal approvals by heads of departments.</b> An email alert to be sent to finance department to approve based on the line budget balance. Budget balance should show on the department head, procurement and finance Interfaces. If the budget is not enough, the head of department should be prompted to begin the process of Requisition amendment. After confirmation of availability of budget by the finance officer in charge of tracking the budget, an email alert should be sent to the procurement department so that they can select the method of procurement and start procuring the good(s)/service(s)/work(s)</p> <p>Suppliers should be able to upload tender documents online, the system will provide email alerts on tender closing/opening dates</p>		
	<p><b>Tender Evaluation</b></p> <p>The Procurement department should be able to generate a memo from the system recommending the tender opening, Evaluation, Inspection &amp; acceptance and disposal committees through the CLERK. Opening minutes and a summary of the details of the tender opening to be input into the system.</p> <p>The Procurement department should be able to generate a letter appointing the tender Committees (Opening Evaluation, Inspection &amp; Acceptance and Disposal) through the CLERK on the system</p>		
	<p>The system should be able to capture both the preliminary, technical and financial evaluation criteria of all tenders. Grading by the different evaluation team members to be done on the system based on the published tender requirements</p>		
	<p>The evaluation process will be carried out through the system, it should tabulate the individual and total marks of the evaluators where applicable. The system should also be able to import and export data from/to excel.</p>		
	<p>Once the evaluation committee identifies a responsive bidder and submits the final evaluation report, the procurement team should be able to use the system to generate notification of award letters, regrets letters (debriefing) and cancellation(termination) letters where applicable.</p>		

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	The system should allow successful bidder to upload acceptance letter and notify procurement when done		
	<p>The system should capture details of offer rejections and the process of offering to the next bidder where applicable.</p> <p>Generation of purchase orders - This should be linked to the contract management</p>		
	<b>Disposal of Assets and stores</b>		
	<ol style="list-style-type: none"> <li>1. Ability to monitor stock aging based on manufacturers recommended date of disposal, rate of uptake of items from store and date of items manufacture</li> <li>2. User department to identify unserviceable, obsolete or surplus stores or equipment due for disposal and capture in Annual disposal plan</li> <li>3. User department shall submit the annual disposal plan 30 days before the end of financial year for consolidation</li> <li>4. The consolidated annual disposal plan is submitted to the CLERK for approval.</li> <li>5. Ability to isolate and assembling of items to be stored system segregated stores</li> <li>6. Ability to recommending and appointment of the Disposal Committee online</li> <li>7. Manage the process of disposal of items capturing all details such as the technical evaluation reports , disposal committee deliberations, recommendations, invitations for bidders, evaluations of bids , awards , actual collection of items by buyers</li> <li>8. Ability to support different disposal methods based on the board of survey reports and asset management recommendation such as transfers to other organisations, sale by public action, trade ins, dumping, destruction, sale by open tender amongst others</li> <li>10. The system must allow disposal plan to be flexible to accommodate emerging issues</li> <li>11. Ability to allow approval of disposal process</li> </ol> <p>Ability to link with the Asset management and updating after disposal</p>		

4. **Finance Management**

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
a)	<b>Budget Preparation</b>		
	All departments should be able to submit their annual departmental budgets in line with workplans		
	The system should allow cash flow focus		
	The system must provide for Programme Based Budgeting and able to manage multiple budgets and forecasts		
	Allocate revenue targets and budgeted cost to responsible departments		
	Provide provision for monthly, quarterly, semi-annually and annually budgets;		
	Automate user requirements / proposals (Programme Based Budgets) to the consolidated budget and link the same to the Annual Procurement Plan.		
	Integrate monthly, quarterly, semi-annually and annual budgets with financial statements.		
	Automate purchase and authorized expenditure requisitions and link to the budget		
	Integrated Reporting with export to standard formats such as PDF, text, spreadsheets etc.		
	<p>b) <b>Budget management</b></p> <p>Automate purchase and authorized expenditure requisitions and link to the budget.</p> <p>Compute variances between budget and actual performance on Monthly, Quarterly, semi-annually and annual basis</p>		

	<p>Ability to track and report on variance between budget and expenditure reports.</p> <p>Automate notification on budget balances to the user divisions/units.</p>		
	c)		

### Staff Imprests

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	The system must manage Imprest workflow, from application to remittance of funds to staff.		
	Enable the imprest holder to file surrender for processing together with documents to support the amount spent as well as refund of unutilized/overspent funds if any.		
	Alert the staff through email/SMS on any unaccounted imprest before expiry of the allowed time period.		
	Transfer the unaccounted staff imprest to be recovered from the salary on expiry of the set time limit		
	The system should be able to capture different types of imprests and provide an imprest register.		

## General Ledger

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	Customizable charts of accounts		
	Allow reclassification of charts of accounts/General Ledger		
	Support segmented General Ledger		
	Support a variety of journal processing options (The system should allow for correction of errors e.g. debit/credit notes where applicable)		
	Support journal to be grouped and processed in batches ensuring verification and authorization		
	Capability to Import/export transactions or data from/to MS Excel, csv		
	Require approval of transaction before posting		
	Handle general journal and recurring journals		
	Manage recurring transactions		
	Categorize income and expenses at various levels (grouping, subgroups)		
	Generate trial balance		

### b) Fixed Assets

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	The system should provide an overview of Migori County Assembly's fixed assets entire lifecycle, from the creation of a purchase order in procurement, through tracking, depreciation and eventual retirement and ensure		

	<p>correct periodic/ on request depreciation. It should also enable the Migori County Assembly to keep track of maintenance costs, manage insurance policies, post fixed asset transactions, and generate various detailed reports and statistics.</p> <p>The system should provide an asset tracking number, which is a unique identification number. The physical asset should be marked with this identification number, either directly or with an asset tag.</p>		
	<p>system should be able to have the fixed assets uploaded and continuously updated so as to tie the fixed assets sub ledger through the register and the fixed assets GL codes. To this end, asset register details should include:</p> <ul style="list-style-type: none"> <li>• Asset description.</li> <li>• Manufacturer of the asset.</li> <li>• Serial number, which is the identification number assigned to the asset by its manufacturer.</li> <li>• Warranty coverage and expiry date.</li> <li>• Insurance coverage, which is a link to a file containing the detailed insurance coverage. This can be useful when an insured event occurs.</li> <li>• Asset's acquisition date.</li> <li>• Acquisition cost of the asset.</li> <li>• The date the asset was placed into service.</li> <li>• The assets useful life. -The assets net book value.</li> <li>• The system should capture the asset's physical location. - The system should capture donated assets</li> </ul> <p>The system should capture date of disposal</p>		
	<p>The fixed assets should be integrated with the procurement/finance module to ensure that once a fixed asset is procured, it automatically goes into the fixed assets register with the correct value of the purchase price and</p>		

	<p>disposal of the assets.</p> <p>The system should be able to accurately generate detailed information and create reports on any of the above lifecycle of fixed assets. The reports can be exported to standard formats such as PDF, text, csv, spreadsheets etc.</p>		
	<p><b>Inventory Maintenance</b></p> <ol style="list-style-type: none"> <li>1. Embed a workflow for the receipt/rejection of inventory (including related procurement and stores movements) and capture approvals, comments and documentation associated with this process/task and updating of the inventory data.</li> <li>2. Automatic updating of inventory levels and balances after issuance/reception of inventory (stocked items and services)</li> <li>3. Valuation of stock: The following options must be available for calculating the unit cost of a good in the store: <ul style="list-style-type: none"> <li>- Last In First Out (LIFO)</li> <li>- First in First Out (FIFO)</li> <li>- Simple average</li> <li>- Weighted average</li> </ul> </li> <li>4. Allow the receiving of inventory both at once and partially</li> <li>5. Should maintain a central access-controlled items master database</li> <li>6. The system must give alerts and notifications when stocks are at the re-order level and on expiry dates</li> <li>7. Embed a workflow for the disposal of items (fixed assets and store items) and capture approvals, comments and documentation associated with this process/task and updating of the information in the fixed asset register or inventory.</li> <li>8. Support the identification of items for disposal both manually and through preconfigured rules e.g. expired, useful life exhausted, damaged, etc.</li> <li>9. Automatic generation of disposal codes</li> <li>10. The officer in charge of the procurement function should have access to a screen that provides him/her with an update on the status of all workflows in his/her division. The objective of this is to allow the officer in charge of the procurement function to have an overview of the status of all requests and activities of his department.</li> <li>11. Support the setup of re-order replenishment levels</li> <li>12. Quickly determine actual and projected item availability, overstock situations, replenishment requirements</li> <li>13. Ability to define costing methods for inventory</li> </ol>		

	<p><b>Stock Taking</b></p> <ol style="list-style-type: none"> <li>1. The system should be able to generate a Stock take count lists</li> <li>2. Allow the manual stock verification stock counts capture by the system, reconcile the physical count against the system count and produce a variance report</li> <li>3. The system should allow for the different actions to be carried out to address the identified variances (e.g. adjustments of the system values, or capture of missing store movements, etc)</li> <li>4. The system should allow for approval of the stock take through a workflow process</li> <li>5. The system should allow for the following types of stock takes: <ol style="list-style-type: none"> <li>a. Annual stock take</li> <li>b. Periodic stock takes</li> <li>c. Ad hoc stock takes</li> <li>d. Select (e.g. Fast moving items, etc.) stock takes</li> </ol> </li> <li>6. The system should have the ability to stop, complete, approve/cancel, and/or suspend the movement freeze the stock movements during the period of stock take.</li> </ol> <p>The system should allow for scheduled stock takes alerts</p>		
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### Accounts Payable

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	The system must maintain contact address/email/mobile number and other details of suppliers		
	Maintain other details of suppliers (KRA PIN and Bank Account Details)		
	Link LPO/LSO to payment/ Cash Book		
	Maintain supplier accounts statement and be able to generate ageing analysis		
	Categorize supplier's levels and track details to ledger accounts.		
	Post purchase transaction to journals/ ledgers		



	Be able to generate ageing analysis for the outstanding invoices and payments		

## 5. ICT MANAGEMENT

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	<b>IT (System Administration)</b>		
1.	System Admin should have provision to create new user.		
2.	System Admin should have provision to capture all the user details like first name, middle name, last name, email, pf no.		
3.	System Admin should have provision to assign one or more roles/permissions to the user		
	System should have provision to enter login id for that user. This login id should be unique. Once the login id is entered, the system should check with database whether that login id is available or not available. System should display proper message related to that System should have provision to generate default password to that user via email		
4.	System should have provision to send/display the login id and password to the user via e-mail		
5.	System should allow the user to login into the system (once the user receives the credentials) and prompt the user to change the password		
6.	System should allow the System Admin to view, track and run system logs report		
7.	System should allow instant saving of backups and mirroring		
8.	System should identify and report errors as they occur to the system admin promptly		

6. COMMITTEE SITTING ALLOWANCE MANAGEMENT

S/N	FUNCTIONAL REQUIREMENT	BIDDER RESPONSE	REFERENCE PAGE IN DOC
	<ul style="list-style-type: none"> <li>• This module should include the ability to manage the core elements of a committee, the hearings and schedules along with the ability for members to review submissions.</li> <li>• Committees and Inquiries access can be controlled via user security, along with the ability to select the different committee types which can have different publishing requirements.</li> <li>• The committee types can be managed by the Assembly depending on their requirements.</li> <li>• Within a committee, memberships can be managed which can then be populated in other systems such as your financial management so that members can get paid their allowances.</li> <li>• Inquiries and Committee Staff can also be centrally managed so that the public can also submit e-Submissions to the Assembly.</li> <li>• The Weekly plenary and committee Schedule in the Assembly shall be published every week and lists the schedule of the Assembly plenary and committee sittings for the week. It shall contain substantive plenary and committee sittings as considered and approved by the Assembly. This shall be linked to the order paper. The content shall be searchable by date and year.</li> <li>• Submissions can be centrally managed per hearing and inquiry. Details including the confidentiality of submissions and redaction can be supported out of the box.</li> </ul>		

Component	Description	Bidders' Response
Users Authentication	This module to manage the users of the system as well as their access rights.	
Members	A module to manage all the members of county assembly who form the committees.	
Committees	A section to manage all Assembly committees, their mandate, membership and leadership	
Allowance Rates	This module allows the admin to set the predefined rates as they are stipulated in the SRC guidelines	
Allowance Reports	This module allows the clerks to generate allowance reports for meetings attended, for Payroll generation.	
Loan Management	This Module allows Members to view their Salary, Mortgage and monthly deductions report	
Claim	This Module should allow members to claim Mileage, Medical, and other expense and be able to attach proof of payment.	

## 7. PLENARY MANAGEMENT OVERVIEW

Component name	Description	Bidder's Response
<b>Order Paper</b>	Upon logging to the ERP through Mobile device, MCAs shall access the order paper of the day automatically displayed based on the current date. The system shall also allow viewing of the previous order papers. The function shall be controlled by the clerk or the assistant by uploading the order paper through the legislative Management system.	
<b>Standing Order</b>	The current standing order shall be read through the county assembly application with the possibility of searching, placing bookmarks and downloading the same as a pdf. The function shall aid the members quickly access the standing order instead of flipping pages of a booklet.	
<b>Acts</b>	All the acts of the county assembly shall be published in the application detailing the various reviews done to each and every act passed by the County Assembly. The acts shall be categorized by the date enacted, year and title of the act.	
<b>Plenary Schedules</b>	The Weekly Schedule in the Assembly shall be published every Tuesday and lists the Assembly of the Assembly for every week. It shall contain substantive Assembly of the Assembly as considered and approved by the Assembly Committee every Tuesday at rise of the Assembly. This shall be linked to the order paper. The content shall be searchable by date, year and Assembly of the assembly.	

<b>Motions</b>	The mobile app shall hold the entire proposal by the members of the county assembly. The app shall display the motions as either draft or a subject for discussion. The member shall be able to search for motions using keywords, the proposer and seconder of the motion, and dates.	
<b>Bills</b>	Members of the county assembly shall be able to view, search, and mark the entire legislative proposal at the post-publication stage. (The bill shall be categorized as either Public or Private. The public bill shall be accessible to the members of the public.) Honorable members shall be able to view the public comments in regards to the bill.	
<b>Petitions</b>	All the petitions to the county assembly shall be recorded and displayed in the mobile application. The details shall include the PDF document of the petition, the petitioners' name, date filed and contact details.	
<b>Statement</b>	All the statements filed by the members shall be availed through the mobile platform, with date filed, the member who requested the statement and the details of the member who issued the statement.	
<b>Other Documents</b>	Comprised of: - <ul style="list-style-type: none"> <li>● The constitution of Kenya</li> <li>● County Assembly Act</li> <li>● County Government Acts</li> </ul>	
<b>Other Important Technical Details</b>		
After Sales Support Services	The Proponent shall ensure the availability of necessary after sales support and maintenance on all system components during the	

	duration of warranty coverage through a documented Service Level Agreement/s. Any costs involved (if any) should be included in the proposal documents.	
Warranty	E-Business System – All system including all customized areas must have at least one (1) year warranty from date of acceptance of systems	
Training	The Proponent must provide the following training and clearly specify the commercials related to training program: System Administrator (ICT) Training End user Training (MCAs) Provide user system manuals.	
Notes	<b>A brief description of the system to be submitted with the proposal including interface screenshots and necessary attachments must be submitted for the purpose of technical evaluation.</b>	

**INFRASTRUCTURAL TECHNICAL SPECIFICATION  
(ERP SERVER EQUIPMENT AND SOFTWARE INCLUDING DATABASES)**

1. Server Machine: Technical Specification:

**NB//ALTERNATIVE BRANDS/MODELS ARE ACCEPTABLE IN CASES WHERE BRAND NAMES ARE QUOTED *HEREIN***

**SERVER 1: HP**

S/No	Technical Specification	Compliance (Yes/No)	Remarks for any deviation
	<b>Make: HP      Model: Proliant G10 MicroServer</b>		
1	Processors : Intel Xeon E5-2603 (8 core /1.8Ghz/10MB/800W) Or latest Technology		
2	Chipset Intel C600 or higher		
3	Slots: 9 Expansion Slots		
4	Memory:            64 GB DIMM, DDR3-1600MHz		
5	HDD Storage 6x600GB 10K RPM,6Gbps SAS 2.5 " Hot Plug Hard Drive		
6	RAID Integrated RAID Controller Card with the cache size of at least 2 TB		
7	Network Interface Cards 4- Port (10/100/1000) Network Card Dedicated NIC Port for Remote Management		
8	Ports : 6 USB, 1 Serial Port		
9	Form Factor 5U Rack Mountable with Mounting Kit		
10	Power Supplies: 21 x Hot plug 750 Watts Redundant Power Supply		
11	LED Monitor: 19.5"		
12	Keyboard and Optical Mouse		
13	Optical Drive:    DL DVD Writer		
14	Warranty: 3 /3/3 years		
17	<b>SOFTWARE (Licensed):</b>		
	a) OS-Ms Server 2012 & above (Microsoft Enterprise CAL Suit – 2 servers, 40 users		
	b) Microsoft SQL Server 2012 & above Enterprise Edition (2 Servers, 40 users)		

## 2. ERP WORKSTATION DESKTOP MACHINES

ALL-IN-ONE DOMPUTER DESKTOP UNIT (Ms Windows)



### SPECIFICATIONS

- Intel® Core™ i7-10700T Processor
- RAM: 64 GB / Storage: 2TB SSD and 2TB HDD – DUAL STORAGE
- Intel UD Graphics 630 integrated
- 27-inch Full HD touchscreen IPS display 300nits
- NVIDIA GeForce MX350 4G
- Licensed Ms Windows 10 Home Edition 64 bit
- Licensed Ms Word 2016 Home & Business 2019
- Licensed Antivirus Toolkit with Media

## 3. LAPTOP MACHINE – ERP WEB BASED SYSTEM MONITORING

PRODUCT COMPONENTS	SPECIFICATION
Product Type	Convertible Notebook Laptop
Model No	Spectre x360 13t-aw200 (2021)
Operating System	Windows 10 Professional 64-bit
Office Suite	<ul style="list-style-type: none"><li>• Ms Word 2016 Home &amp; Business 2019</li></ul>



Processor & Chipset	11th Generation Intel Core i7-1165G7 Processor (up to 4.7 GHz, 12 MB L3 cache, 4 cores)
RAM Memory	16 GB DDR4 2933 Mhz
Solid State Drive (SSD)	512 GB PCIe NVMe M.2 SSD 32 GB Intel Optane memory
keyboard	Full-size island-style backlit keyboard
Pointing Device Type	Precision Touchpad Support
Physical Dimension	12.08 x 7.66 x 0.67 inches (W x D x H)
Weight	2.8 lbs
Color Options	Nightfall black, Natural silver, Poseidon blue
Memory card reader	1 microSD media card reader
Security features	Mic Mute key; Trusted Platform Module (TPM) support; Webcam kill switch
Manufacturer Warrenty	1 Year
<b>Display</b>	
Screen Size	13.3 inches
Resolution	2160 x 3840 Pixels
Screen Type	FHD touch, IPS, edge-to-edge glass, micro-edge, BrightView, anti-reflection, 400 nits

#### **4. ERP MOBILE PHONE DEVICES**

##### **8. SCOPE OF WORK**

The County Assembly of Migori has achieved a lot in terms of ICT infrastructure investment. One of the areas the Assembly is currently working very hard to address are the challenges of managing and streamlining assembly business processes to efficient access of information by Honorable Members Especially Order Papers, Committee Minutes and any other reference materials such as the Constitution of Kenya, Standing Orders among others. The above information shall be available in a cloud server system with maximum security.

Specifically, to address the challenge of paper-based house and committee business, the Assembly should implement an Information Sharing Management System that incorporates among others an e-business management application system. The system which can be accessed remotely via iPad, Laptops and phone and computers for honorable members and the Assembly staff administration.

The application will consist of a database hosted in a local server within the Assembly premises to allow members easy access of important information like the order papers, committee minutes, standing orders, constitution, and relevant legislation among other materials wherever they are.

The system shall have a login portal, usernames and passwords shall be required for access.

##### **9. SCHEDULE OF REQUIREMENTS.**

The objective of the project is to provide a platform which shall streamline and automate the County assembly business processes and it would incorporate the mobile devices. The legislative system will enable Members to access critical information required in the conduct of the house business efficiently and promptly.

##### **The deliverables**

1. Assembly legislative ERP System
2. Secure Mounts and lock
3. IOS Product Mobile Device (Quantity 61)
4. Access Points
5. Server (specified above)

**SECTION VI – RESPONSE DOCUMENTS**

**1. Company Profile**

<b>No.</b>	<b>Company Profile</b>	<b>Details</b>	
1 a	Name of Company as Registered		
1 b	Trading Name (if any)		
1 c	Year the company was founded		
1 d	No of technical employees		
1 e	Areas of expertise (list areas relevant to ICT Services e,g Web Design	1	
		2	
		3	
		4	
1 f	Area of expertise relevant to this bid and no. of years of experience in this area (list below)	No. of years	
	1		
	2		
	3		

## 2. Statutory and Other Documents (Mandatory)

(To be inserted in the order given below)

No.	Name of Document	Indicate if included (yes / no)	Page No.
A	copy of Certificate of Registration / Incorporation		
B	copy of Valid tax compliance Certificate		
C	copy of PIN and VAT Registration Certificate		
D	copy of Company Profile		
E	copy of Valid Business Permit		
F	Copy of a CR12 form showing the shareholders of the firm or a list of Directors or a sworn affidavit of the Directors of the company or Power of Attorney for sole proprietors		
G	copy of Certificate of dealership or Authorization or accreditation from internationally recognized solution providers.		
H	copy of ISO Quality Management System – ISO/IEC 9001:2015		
I	copy of Iso Information Security Management System - ISO/IEC 27001:2013		
J			
K	Work Plan - Detailed description of a work plan which should include but not limited to the supply, delivery, installation, customization, configuration, testing and training		
L	Duly filled, signed and stamped Form of tender		

M	Duly filled, signed and stamped Confidential Business Questionnaire		
N	a written confirmation that the tenderer accepts responsibility for the successful integrations and inter - operability of all components of the system as required in the tender document.		
O	Copy of certificate of independent Tender Determination		
P	Complete form SD1(bidders must submit dully completed from stating that they've not been debarred to undertake any procurement matters		
Q	Complete form SD2 (Confirming the person/ tenderer will not engage in any corrupt or fraudulent practice)		

**Technical Capacity – Company**

Indicate the contact details for reputed companies where you have undertaken projects of similar capacity in the last two (2) years, two (2) sites where a similar ERP System you have implemented for over 50 Users. **Proof** of such works done **MUST** be Certified and attached

**COMPANY 1:**

No.1	NAME OF COMPANY:			
	NAME OF CONTACT PERSON			
	DESIGNATION			
	TELEPHONE NUMBER			
	E-MAIL ADDRESS			
<b>PROJECT DETAILS</b>				
	<b>ERP SOFTWARE SYSTEM (YES/NO)</b>	<b>NUMBER OF USERS</b>	<b>NUMBER OF ERP MODULES</b>	<b>YEAR IMPLEMENTED</b>

**COMPANY 2:**

No.1	NAME OF COMPANY:			
	NAME OF CONTACT PERSON			
	DESIGNATION			
	TELEPHONE NUMBER			
	E-MAIL ADDRESS			
<b>PROJECT DETAILS</b>				
	<b>ERP SOFTWARE SYSTEM (YES/NO)</b>	<b>NUMBER OF USERS</b>	<b>NUMBER OF ERP MODULES</b>	<b>YEAR IMPLEMENTED</b>

**COMPANY 3:**

No.1	NAME OF COMPANY:			
	NAME OF CONTACT PERSON			
	DESIGNATION			
	TELEPHONE NUMBER			
	E-MAIL ADDRESS			
<b>PROJECT DETAILS</b>				
	<b>ERP SOFTWARE SYSTEM (YES/NO)</b>	<b>NUMBER OF USERS</b>	<b>NUMBER OF ERP MODULES</b>	<b>YEAR IMPLEMENTED</b>

Ensure you have provided reference letters for **ALL** the above sites, duly **signed** and **stamped** by the IT Manager or relevant officer from each site.

**The reference letter MUST be on the organization's letterhead.**

### 3. Technical Capacity – Engineers

Provide details of the technical Personnel and their experiences for up to 3 engineers.

No. Details – Technical Expert personnel 1 (Supervisor)					
1	Name of Engineer 1				
A	Name of College / University	Name of course & Level (Masters/phd/Degree level)	Year of Graduation	Grade Attained	Copy of certificate attached (yes / no)

Provide details of the technical Personnel and their experiences for up to 3 engineers.

No. Details – Technical Expert personnel 1 (Supervisor)					
1	Name of Engineer 2				
A	Name of College / University	Name of course & Level (Masters/phd/Degree level)	Year of Graduation	Grade Attained	Copy of certificate attached (yes / no)



Provide details of the technical experience of engineers for up to 3 engineers.

No.	Details – Technical Expert personnel 1 (Supervisor)				
1	Name of Engineer 3				
A	Name of College / University	Name of course & Level (Masters/phd/Degree level)	Year of Graduation	Grade Attained	Copy of certificate attached (yes / no)

## STANDARD FORMS

### TENDER SECURITY FORM

*(In Letter Head of Bank)*

WHEREAS \_\_\_\_\_ (hereinafter called “the Tenderer”) has submitted his tender dated \_\_\_\_\_ for the provisions of

\_\_\_\_\_  
*(name of Contract)*

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called “the Bank” or “the Insurance Company), are bound unto \_\_\_\_\_ (hereinafter called “the Procuring Entity”) in the sum of **Kenya shillings** \_\_\_\_\_

\_\_\_\_\_  
**(Kshs.**

\_\_\_\_\_) for which payment well and truly to be made to the said Procuring Entity, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said (Bank or Insurance Company) this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers  
  
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature of the Bank or Insurance Company]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

Narrative Description of project:
Description of Actual Services Provided by Your Staff:

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

*(May be amended as necessary)*

**PLEASE ALSO ATTACH RECOMMENDATION LETTERS, ADDRESSED TO THE MIGORI COUNTY ASSEMBLY FOR ALL REFERENCES**

## TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position & Qualification	Task

### 2. Support Staff

Name	Position & Qualification	Task

## 7.8 FORMAT OF THE CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

---

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

---

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_ [*Original signature of staff member*]

\_\_\_\_\_ Date: \_\_\_\_\_  
[*Original signature of authorised representative of the firm*]

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**7.9 FORM OF WRITTEN POWER-OF-ATTORNEY**

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to commit the bidder and receive on his behalf correspondence in connection with the Bid. The Tender document shall be signed by the Person(s) with the Power of Attorney.

.....  
 (Name of Bidder's Representative in block letters)

.....  
 (Address of Bidder's Representative)

.....  
 (Signature of Bidder's Representative)

**Alternate:**

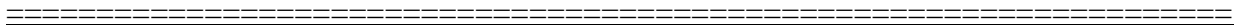
.....  
 (Name of Bidder's Representative in block letters)

.....  
 (Address of Bidder's Representative)

.....  
 (Signature of Bidder's Representative)

\*To be filled by all Bidders.

\*Both representative and alternate must attach copy of National Identification card or Passport.



\*Where the representative is not a Director of the Firm, At least one Director must sign below.

Name of Director	Signature	Date
1 .....		
2 .....		
3 .....		
4 .....		

*\*To be filled by all Tenderers.*

**7.10 DECLARATION FORM**

SELF-DECLARATION FORMS

FORMSD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ..... of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

- 1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of Tender No..... for..... (*insert tender title/description*) for..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
  
- 2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
  
- 3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

Date \_\_\_\_\_

To \_\_\_\_\_

—  
—

The tenderer i.e. (name and address) \_\_\_\_\_ declare the following:

Has not been debarred from participating in public procurement.

Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

(To be signed by authorized representative and officially stamped)



FORMSD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, .....of P. O.  
Box.....  
being a  
resident of ..... in the Republic  
of.....do hereby make a statement as follows: -

1. THAT I am the Chief Executive /Managing Director/ Principal Officer/ Director of.....  
..... (*insert name of the Company*) who is a Bidder in respect of TenderNo.  
.....for.....(*insert tendertitle/description*)for  
.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and /or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/ or employees and/ or agents of.....(*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I .....  
(person) on behalf  
of (Name of the Business/Company/Firm) ..... declare that I have read and  
fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the  
Code of Ethics for persons participating in Public Procurement and Asset Disposal activities in Kenya and my  
responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public  
Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the  
Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR  
FRAUDULENT PRACTICE**

I, .....of P. O. Box..... being a  
resident of ..... in the Republic of.....do hereby make a  
statement as follows: -

1. THAT I am the Chief Executive /Managing Director/ Principal Officer/ Director of.....  
 ..... (insert name of the Company) who is a Bidder in respect of Tender No.  
 ..... for ..... (insert tender title/description) for ..... (insert name of the  
 Procuring entity) and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt  
 or fraudulent practice and has not been requested to pay any inducement to any member of the  
 Board, Management, Staff and /or employees and /or agents of..... (insert name of the  
 Procuring entity) which is the procuring entity.
  
3. THAT the aforesaid Bidder, its servants and /or agents /subcontractors have not offered any  
 inducement to any member of the Board, Management, Staff and/ or employees and/ or agents  
 of..... (name of the procuring entity).
  
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other  
 bidders participating in the subject tender
  
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....  
 (Title)

.....  
 (Signature)

.....  
 (Date)

Bidder Official Stamp

**TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE**

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, one form for each entity if Tender is a JV. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	

5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (postal and physical addresses, email, and telephone number) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (postal and physical addresses, email, and telephone number) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_

Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

(i) Private or public Company \_\_\_\_

(ii) State the nominal and issued capital of the Company

Nominal Kenya Shillings  
(Equivalent).....

Issued Kenya Shillings  
(Equivalent).....

(iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

**Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR	If YES provide details of the relationship with
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

e) **Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_[Name of Procuring Entity] for: \_\_\_\_\_[Name And number of tenders] in response to the request for tenders made by: \_\_\_\_\_[Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of [Name of Tenderer] that: i).

I have read and I understand the contents of this Certificate;

- ii). I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii). I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
- iv). For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
- v). The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- vi). In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
- vii). In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;

viii). The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name \_\_\_\_\_ Title \_\_\_\_\_ Date\_

[ Name, title and signature of authorized agent of  
Tenderer and Date]





### Service Level Agreement (SLA) Requirements.

The objective of the Service Level Agreement and Support requirements is to ensure that the system implemented is adequately supported and that the system maintains the acceptable uptime levels.

Item No	Features	Bidder's Response	Reference Pages in Document
	The bidder MUST guarantee free support for the proposed system for at least two (2) years after commissioning		
	The bidder MUST guarantee free support for the proposed system for at least two (2) years after commissioning.		
	The bidder should furnish a maintenance schedule for the platform supplied		
	The bidders shall propose a service level agreement that addresses the following: <ul style="list-style-type: none"><li>• Escalation matrix</li><li>• Contact persons</li><li>• Response time (2 hours)</li><li>• Proof of local presence</li><li>• Online support from manufacturer</li><li>• Any other related SLA requirements</li></ul>		