



**REPUBLIC OF KENYA
THE NATIONAL TREASURY AND PLANNING
TREASURY BUILDING, HARAMBEE AVENUE
PO BOX 30007 – 00100, NAIROBI, KENYA**

FRAMEWORK TENDER

FOR

**PROVISION OF ONSITE SUPPORT FOR IFMIS
APPLICATIONS AND ENHANCEMENT OF IFMIS E-
PROCUREMENT**

TENDER NO. TNT/029/2019-2020

CLOSING DATE: THURSDAY 19TH MARCH, 2020 AT 11.00 A.M.

SECTION I : INVITATION TO TENDER



REPUBLIC OF KENYA
THE NATIONAL TREASURY AND PLANNING
PROVISION OF ONSITE SUPPORT FOR
IFMIS APPLICTIONS AND ENHANCEMENT OF IFMIS E-PROCUREMENT
TENDER NO. TNT/029/2019-2020

The National Treasury invites Tenders from eligible candidates for Provision Of Onsite Support for IFMIS Applications and Enhancement of IFMIS E-Procurement for a period of Three (3 No,) Years.

A complete set of Tender Documents may be downloaded by interested candidates **Free of Charge** at <http://treasury.go.ke> or www.tender.go.ke and those who have downloaded the document from the website **must forward their particulars immediately for recording and any further clarifications and addenda to procurement@treasury.go.ke.**

Bidders shall submit **both Technical and Financial proposals in separate envelopes.**

Completed Tender Documents both “**Original**” and “**Copies**”, enclosed in plain sealed envelope, marked with the Tender Number shall be addressed to: -

**The Principal Secretary,
The National Treasury,
PO Box 30007 – 00100,
Nairobi, Kenya**

Should be Deposited in the Tender Box provided at the Treasury Building, 6th Floor, Harambee Avenue, Nairobi, so as to be received on or **before Thursday 19th March, 2020 at 11.00 a.m.**

Bids shall be accompanied by a Bid Security of **Kenya Shillings One Million Only (Kshs. 1,000,000.00)** from a **reputable financial institution in Kenya valid for 30 days beyond Tender Validity.**

All Bid Documents must be serialized / paginated.

Tenders will be opened immediately after the closing date and time in the presence of candidates or their representatives who choose to attend at the Conference Room on 6th Floor, Conference Room 603 on **Thursday 19th March, 2020 at 11.00 a.m.**

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES.
FOR: PRINCIPAL SECRETARY / NATIONAL TREASURY**

Table of Contents

SECTION I	: INVITATION TO TENDER	2
SECTION II	- INSTRUCTIONS TO TENDERERS	5
2.1	Eligible Tenderers.....	5
2.2	Cost of Tendering.....	5
2.3	Contents of Tender Documents.....	5
2.4	Clarification of tender Documents	6
2.5	Amendment of tender Documents.....	6
2.6	Language of Tenders	6
2.7.	Documents Comprising the Tender	7
2.8.	Form of Tender	7
2.9.	Tender Prices	7
2.10.	Tender Currencies.....	7
2.11.	Tenderers Eligibility and Qualifications	7
2.12.	Tender Security	8
2.13.	Validity of Tenders	8
2.14.	Format and Signing of Tenders.....	9
2.15	Sealing and Marking of Tenders	9
2.16.	Deadline for Submission of Tenders.....	9
2.17.	Modification and Withdrawal of Tenders	10
2.18.	Opening of Tenders	10
2.19	Clarification of Tenders	10
2.20	Preliminary Examination and Responsiveness	11
2.21.	Conversion to single currency.....	11
2.22.	Evaluation and Comparison of Tenders	11
2.23.	Contacting the Procuring entity.....	12
2.24	Post-qualification	12
2.25	Award Criteria	13
2.26.	Procuring entity’s right to accept or reject any or all tenders	13
2.27	Notification of Award.....	13
2.29	Signing of Contract.....	14
2.30	Performance Security.....	14
2.31	Corrupt or Fraudulent Practices.....	14
SECTION III	GENERAL CONDITIONS OF CONTRACT	19
3.1	Definitions	19
3.2	Application	19
3.3	Country of Origin.....	19
3.4	Standards	19
3.5	Use of Contract Documents and Information	19
3.6	Patent Rights	20
3.7	Performance Security.....	20
3.8	Inspection and Tests	20
3.9	Packing.....	21
3.10	Delivery and Documents	21
3.11	Insurance.....	21
3.12	Payment.....	21
3.13	Prices	21

3.14	Assignment.....	22
3.15	Subcontracts.....	22
3.16	Termination for default	22
3.17	Liquidated Damages	22
3.18	Resolution of Disputes	22
3.19	Language and Law.....	23
3.20	Force Majeure.....	23
SECTION IV - SPECIAL CONDITIONS OF CONTRACT		24
SECTION V - SCHEDULE OF REQUIREMENTS		26
SECTION VI STANDARD FORMS		53
7.1	FORM OF TENDER	54
7.2	CONTRACT FORM	55
7.3	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	56
7.4	PRICE SCHEDULE FORM.....	57
7.5	TENDER SECURITY FORM.....	58
7.6	TENDER SECURING DECLARATION	59
7.7	PERFORMANCE SECURITY FORM.....	60
7.8	MANUFACTURERS AUTHORIZATION FORM	61
7.9	LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD	62
7.10	FORM RB 1	63
ANNEX 1: - DETAILED SCHEDULE OF SYSTEM ENHANCEMENT REQUIREMENTS.....		64

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 be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification 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 the firm or any of its officials 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 purpose of this invitation to tender.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.
 - (i) Instructions to tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of particulars of tender
 - (v) Form of Tender
 - (vi) Price Schedules
 - (vii) Contract Form
 - (viii) Confidential Business Questionnaire Form

- (ix) Tender security Form
- (x) Performance security Form
- (xi) Authorization Form
- (xii) Declaration form
- (xiii) Request for Review Form
- (xiv) A Securing Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and particulars 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

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.5 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 2.12 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

2.8. Form of Tender

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 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 in the amount not exceeding 2 per cent of the tender price.
- 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 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
- a) Cash.
 - b) A bank guarantee.
 - c) Letter of credit.
 - d) Such insurance guarantee approved by the Public Procurement Regulatory Authority
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 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 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30
 - (c) If the tenderer rejects a correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 150 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 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 Five (5 No.) Copies** of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the three copies 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 be addressed to

**The Principal Secretary,
The National Treasury
P.O. Box 30007 00100
Nairobi**

bear tender number and name in the Invitation to Tender and the words, “DO NOT OPEN BEFORE **Thursday 19th March, 2020 at 11.00 a.m.**”

- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Thursday 19th March, 2020 at 11.00 a.m.**
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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 in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Thursday 19th March, 2020 at 11.00 a.m.** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tender's 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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

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 2.20, 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 Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

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

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements. Tenderers 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

(i) 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 scheduled 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.

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

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

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 Post-qualification

2.24.1 The Procuring entity will 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 take into account 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.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and qualified to perform the contract satisfactorily.

2.25.2 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.

2.26. Procuring entity's right to accept or reject any or all tenders

2.26.1 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 tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

2.27.1 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.

2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.29 Signing of Contract

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

2.29.2 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.

2.29.3 The contract will be definitive upon its signature by the two parties.

2.29.4 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.

2.30 Performance Security

2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

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

2.31 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes to the Appendix to the Instructions to Tenderers

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

Appendix to instructions to 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

ITT Clause Number	Amendments and Supplements Clauses in the Instruction to Tenderers
2.1.1	All tenderers are eligible; Eligible Candidates
2.4.1	The address for requesting clarification is: The Principal Secretary The National Treasury Harambee Avenue 6TH Floor, Room 619 P.O.Box 30007- 00100 Nairobi Tel: +254 – 20 – 2252299
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The prices shall be FIXED
	Alternative Tenders to the requirements of the Tender documents will Not be permitted
2.10.1	Prices shall be quoted in Kenya Shillings
2.12.2	The Tender Security shall be; - Bid Security of Kenya Shillings One Million Only (Kshs. 1,000,000.00) from a Reputable Financial Institution in Kenya valid for 30 days beyond Tender Validity (to be attached in the Technical Proposals)
2.13.1	The Tender validity period shall be 150 days.
2.14.1	<p>The number of copies of the Tender to be completed and returned shall be: One (1) original and Five (5) Copies.</p> <p>Bidders shall submit both Technical and Financial proposals in separate envelopes.</p> <p>Technical Proposals shall be sealed in separate envelopes and clearly marked “Technical Proposal”.</p> <p>The financial proposals should be sealed separately and clearly marked “Financial Proposal”</p> <p>All the proposals should be in one envelope clearly marked with the Tender Number without any indication of the name of the bidder.</p> <ul style="list-style-type: none"> • Technical proposal – original and Five (5) copies • Financial proposal – original and Five (5) copies - financial proposal shall include: <ul style="list-style-type: none"> ▪ Price Schedule form fully filled and signed, and

	<ul style="list-style-type: none"> ▪ Fill and sign the form of tender (with Bid validity-150 days) <p>N/B: Bidders who indicate their financial proposals in the technical proposals shall be treated as non-responsive.</p> <p>Only the Technical Proposals shall be opened on Thursday 19th March, 2020.</p>
2.16.1	<p>Tender shall be submitted to</p> <p>The Principal Secretary, The National Treasury Harambee Avenue 6TH Floor, Room 619 P.O. Box 30007 - 00100 Nairobi</p> <p>The deadline for bid submission is: Date: Thursday 19th March, 2020 at 11.00 a.m.</p>
2.18.1	<p>The Tender opening shall take place at:</p> <p>The National Treasury Harambee Avenue, Nairobi – Kenya 6th Floor Conference Room, Date: - Thursday 19th March, 2020 at 11.00 a.m.</p>
2.20.1	<p>Preliminary Examination:</p> <p>The preliminary evaluation criteria will be as below: -</p> <p>Mandatory requirements:</p> <ol style="list-style-type: none"> 1. Certificate of Incorporation or Certificate of Registration (For each party/member of consortium in case of a joint venture) 2. Valid current Tax Compliance Certificate (For each party/member of consortium in case of a joint venture) 3. Duly filled, signed and stamped Confidential Business Questionnaire (For each party/member of consortium in case of a joint venture) 4. Duly filled, signed and stamped Form of Tender (Prime / Lead bidder to provide) (To be attached in the Financial Proposals) 5. County Government Single Business Permit (Prime / Lead bidder to provide) 6. Certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date) (For each party/member of consortium in case of a joint venture) 7. Bid Security of Kenya Shillings One Million Only (Kshs. 1,000,000.00) from a Reputable Financial Institution in Kenya valid for 30 days beyond Tender Validity (Prime / Lead Bidder to provide) (To be attached in the Technical Proposals) 8. Must have a Manufacturer’s Authorization Form (MAF) for all the requested 6 products i.e. Oracle EBS Financial, Oracle EBS Supply Chain, Oracle Hyperion, Oracle SOA, Oracle BI and Oracle Database & Options. In case of a Joint venture/Consortium/teaming agreement the

	<p>lead/prime bidder MUST have MAF's for at least 3 of the requested products, the rest of the MAFs can be provided by the consortium partners. Note: The MAFs MUST be for this specific tender</p> <p>9. The bidder must have a MINIMUM OF THREE (3 No.) Oracle Partner Specialization or Advanced Specialization: AT LEAST ONE FOR HYPERION PRODUCT(S) AND ATLEAST TWO (2) for any of the other requested products i.e. Oracle EBS Financial, Oracle EBS Supply Chain, Oracle SOA, Oracle BI and Oracle Database & Options. In case of a Joint venture/teaming agreement, the Oracle Specializations may be provided by any of the teaming partners</p> <p>10. Financial proposal not included in the Technical Proposals</p> <p>11. Completed compliance for the detailed schedule of requirements (See Annex 1)</p> <p><i>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</i></p>
2.22.1	<p>Evaluation and Comparison of Tenders (Technical and Financial Evaluation)</p> <ul style="list-style-type: none"> • The pass mark to qualify for Financial Evaluation shall be 70% • Any bidder who scores 70% and above, based on evaluation criteria provided in the terms of reference, shall be considered for financial evaluation and their financial proposal will be opened. • The financial proposals for bidders who score less than 70% shall not be opened and their financial proposals shall be return unopened. • The following shall be the formula for Financial Evaluation. <p>The formulae for determining the Financial Score (Sf) is as follows: -</p> <p style="text-align: center;"><i>(Sf = 100 X FM/F where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration or another proportional linear formula)</i></p> <p>The weights given to the Technical and Financial Proposals are:</p> <p style="text-align: center;">T= 0.80 P=0.20</p>
2.24	<p>Post – qualification shall “be undertaken” Yes Due Diligence may be undertaken</p>
2.25.1	<p>Award Criteria: The bidder with the highest combined Technical and Financial score.</p>
2.30.1	<p>Particulars of performance security if applicable.- 10% of the contract sum from a reputable financial institution in Kenya</p>

SECTION III

GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

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

3.10 Delivery and Documents

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

3.11 Insurance

- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

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

3.14 Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the particulars of the tender. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the particulars of the tender must also be incorporated.
3. Section III should remain unchanged and can only be amended through the SCC Section IV.
4. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.7	Specify performance security if applicable: 10% of the contract sum from a reputable financial institution in Kenya
3.8	Payments will be based as per indicated in the Terms of Reference.
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes: Arbitration
3.17	Specify applicable law. Laws of Kenya
3.18	<p style="text-align: center;">Notices shall be addressed and delivered to:</p> <p style="text-align: center;">The Principal Secretary The National Treasury Treasury Building, Harambee Avenue P.O. Box 30007 – 00100 Nairobi</p>

Other conditions

- The prices quoted should be valid for a period of **Three (3 No.) Years.**

SECTION V - SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE FOR PROVISION OF ONSITE SUPPORT FOR IFMIS APPLICTIONS AND ENHANCEMENT OF IFMIS E-PROCUREMENT

1. Introduction

The Government of Kenya has over the last decade undertaken a number of PFM reforms aimed at enhancing accountability and transparency. These reforms have targeted the core PFM systems of budget formulation and execution, public procurement, revenue collection, internal and external audit, parliamentary oversight, Payroll and Pensions, Public debt and guarantees, Accounting and Reporting and the Macro-fiscal framework.

One of the major reforms embarked on was the automation of Public Financial Management processes that led to the introduction of the Integrated Financial Management system (IFMIS). The Government of Kenya's IFMIS is Enterprise Resource Planning (ERP) Software, developed on an Oracle platform. ERP functionalities are managed through a system of modules, which allows for flexibility in implementing various functions. IFMIS is managed by the National Treasury and rolled out in the National Government and the 47 County Governments.

Re-engineering of the Integrated Financial Management Information System (IFMIS) was initiated in 2011 with an aim of end-to-end automation of PFM processes. IFMIS Re-engineering was premised on the following components:

- i. **Re-engineering for Business Results:** This component's objective is to re-engineer business processes for improved financial management.
- ii. **Plan to Budget (P2B):** This component is aimed at providing a structured framework for development and deployment of a fully functional, automated planning and budgeting system, aimed at improving the accuracy and efficiency in the Government's planning and budgeting process.
- iii. **Procure to Pay:** This component is aimed at creating an end to end automated process that starts at development of procurement plans, to the actual procurement of goods and services, to payment of suppliers for goods or services delivered.
- iv. **Revenue to Cash:** This component is aimed at providing functionalities for collection, recording and classification and reporting of Government revenue. It involves all activities related to revenue and cash management from generation, collection, recording of revenue and distribution of funds to the ministries.
- v. **Record to Report:** This component encompasses all activities that include the updating and maintenance of the general ledger, the reconciliation of sub ledgers to the general ledger and closing of books. It also includes recording, control and reporting on fixed assets at both National and County level.

- vi. **ICT to Support:** The main objective of this component is to provide the technical support underpinning effective and efficient automation of all the IFMIS processes. ICT to Support aims to provide the infrastructure and support required for a fully functional financial management system.
- vii. **Communicate to Change:** This component focuses on change management, capacity enhancement, information generation and dispersion, education and effective communication among IFMIS stakeholders.

Since the roll out of the re-engineering programme, the National Treasury has implemented six accounting modules of the IFMIS Re-engineering. These include **General Ledger**, which ensures the observance of double entry principle and enables obtaining current balance sheet at any moment, **Accounts Receivable**, **Purchase Order**, **Fixed Assets**, **Cash Management** which facilitates automatic bank reconciliation, allowing a closer monitoring of outstanding bills and cash in bank accounts, and **Accounts Payable** module which has facilitated automation of approval hierarchy in the system, thereby enabling a faster transaction processing cycle, and elimination of errors in the transaction processes. An **e-procurement system** also part of the IFMIS system, it ensures that government procurement is done electronically to entrench efficiency, effectiveness and accountability and covers a number of modules including; supplier management, requisition management, tender management (Sourcing), contract management, receipt management and inventory management. In addition, the **Plan to Budget module** is in use to develop supplementary and budget estimates in national and county governments.

Integrated Financial Management System (IFMIS) in Kenya has the below implementations

- i. Oracle E-Business Suite Release 12 – this comprises of General Ledger, Purchasing, Fixed Assets, Cash Management and Accounts Payable and e-Procurement modules.
- ii. Oracle Business Intelligence – its objectives are automation of extract, transform and load the business data processes, simplification procedures for creating interactive reports and analytics and Implement a self-service data visualization environment that is fully integrated with the E-Business Suite and Hyperion (budget system).
- iii. Oracle Service-Oriented Architecture (SOA)
- iv. Oracle Hyperion – Hyperion Planning

2. Scope of the Assignment

The support assignment broadly covers the following two areas:

- Comprehensive support services of the Functional, Technical, APPSDBA and DBA Support for the following applications: -
 - Oracle Hyperion Planning & Budgeting and E- Business Suite Version R12.x
 - Support of the customized cash management
 - SOA and relevant integrations.
 - Oracle Business Intelligence
- Enhancements of e-procurement processes

The details of the software and technology covered under the support contract are provided below.

3. Support for Oracle Hyperion Planning & Budgeting, Business Intelligence and E- Business Suite Software

3.1 Objectives

The objective of the support contract is to:

- Ensure the availability of existing processing capabilities by advising and reconfiguring of the systems
- Upgrade of the systems. Upgrades of the applications and databases to the current versions
- Timely Response to business requests for new features or services
- Ensure the successful implementation of system changes
- Ensure adequate knowledge transfer to GoK staff on all the solutions
- Patching and installing system updates when available from Oracle
- Analyzing on the system and the best practices on use of the system not limiting on security

3.2 Solutions Implemented

The support and enhancements will include standard and custom functionalities and objects for the modules listed below.

i. Oracle Hyperion Planning and Budgeting Software

The National Treasury has implemented the following solutions and versions as indicated

1. Oracle Essbase Admin server 11.1.2.4.000.249
2. Essbase Hyperion provider 11.1.2.4.000.208
3. Hyperion workspace 11.1.2.4.0.79
4. Hyperion Oracle Database (12c) 12.1.0.2.0

Details of the hyperion implementation: -

- there are six (6No.) cubes / plans
- there are 180 operating units using the system
- there are approximately 150 FDMEE mappings in the system for various budget types that is recurrent, development and revenue
- national budgets for all operating units are uploaded once and approved. County government budgets are prepared as per county. National and county government budgets are subject to supplementary budgets

ii. Oracle EBS Software - R12 (version 12.1.3) on database 11g (version 11.2.0.4)

1. Oracle EBS Financials
2. Oracle EBS Purchasing
3. Oracle EBS i-Procurement (Advanced Procurement)
4. Oracle EBS Procurement Contracts for Oracle Purchasing (Advanced Procurement)
5. Oracle EBS Sourcing for Oracle Purchasing (Advanced Procurement)
6. Oracle EBS iSupplier Portal for Oracle Purchasing (Advanced Procurement)
7. Customized Cash Management Solution using oracle forms, reports, PL/SQL and SQL

iii. Oracle Core Technology Software

1. Internet Application Server Enterprise Edition
2. Oracle WebLogic suite
3. Oracle Database Enterprise Edition
4. Oracle Real Application Clusters
5. Oracle Active Data Guard
6. Oracle Tuning Pack
7. Oracle Diagnostics Pack
8. Oracle Partitioning
9. Database Vault & Firewall
10. Oracle Solaris Operating System

iv. Oracle SOA Technology Software

1. Oracle Enterprise Repository
2. Oracle API Gateway
3. Oracle E-Business Suite Adapter
4. Oracle SOA Suite for Oracle Middleware
5. Oracle Unified Business Process Management Suite
6. Integrations within the IFMIS modules and other third-party system

v. Oracle Business Intelligence Application

The following modules will be supported and enhanced

1. Oracle Procurement and Spend Analytics Fusion Edition
2. Oracle Financial Analytics
3. Oracle Business Intelligence Foundation Suite
4. Oracle Data Integrator for Business Intelligence
5. Oracle Data Visualization

There are various generic and customized dashboards which are developed

- Procurement & Spend Analytics
- Financial Analytics
- Budget Absorption/ Utilization Rate Dashboard
- Budget Vs Exchequer Release Variance Dashboard
- Single Transactions Greater Than KSH 5 Million Dashboard
- Number of Transactions Made with a Single Supplier Dashboard
- Exchequer Analysis Dashboard
- Suppliers Transacted Per MDAC Dashboard
- Top 10 Suppliers by Transacting Value Dashboard
- Total Spend by Sector/ Program Dashboard
- Revenue Budget Analysis Dashboard
- Budget Analysis Dashboard
- Purchase Orders Analysis Dashboard

3.3 Detailed Requirements for Support and Improvements

The National Treasury intend to adopt a managed service model for IFMIS Application Support, a paradigm shift from managing IT as stacks of individual application and software components to managing the delivery of support by ensuring system availability and smooth operation across the user community.

The support shall be provided onsite at the National Treasury and shall comprise of the following key activities, among others;

- i. Support of Primary and Disaster Recovery Sites for various instances; - Production, Old chart of account instance, Test and Development and Training Instance. There are in total six instances
- ii. Reconfiguration of the disaster recovery and primary application and database nodes to achieve full business continuity. A proposed design document to achieve the objective is required. This should be compliant with available Oracle standards
- iii. Configuration and implementation of load balancing on the E-Business Suite, Hyperion and Oracle SOA. This will be achieved in a-two data centre model. Configuring applications in different data centers share one APP_TOP. A proposed design document to achieve the objective is required. This should be compliant with available Oracle standards
- iv. Daily monitoring of system availability and weekly archiving/purging of different types of logs as raised by the users.
- v. Any level of Patching & Upgrading on applications and databases.
- vi. Taking of daily backup and informing IFMIS GOK technical team of the backup status/issues.
- vii. Disaster Recovery simulations to be undertaken twice a year with IFMIS Team & Infrastructure Support Contractor.
- viii. Any modification to the existing customized reports OR Modifications to the existing developed interface objects need to be supported in the Support Services contract.
- ix. Cloning /refreshing of the systems as per client requests
- x. New request from The National Treasury for development of Oracle Forms, Oracle Reports, Oracle Alert, Form Personalization, SQL, PL/SQL, Java etc. will be part of the support contract and need to be carried out by proposed onsite support consultants of this contract. Any such request need to be studied by the support provider and to be submitted to The National Treasury for approval. System enhancement includes writing the specifications, seeking clarifications, development and deployment of object, coordinating with The National Treasury super users for testing and deploying to production instance.
- xi. Support and further enhancements (developments) of the various integrations and interfaces. The key existing integrations include: -
 - IFMIS/KRA – iTax (Revenue Collection, PIN Validation, Withholding Taxes)
 - IFMIS/CBK Banking System
 - Oracle Hyperion and EBS
- xii. Development of encryption software for secure file transmission between IFMIS and various systems
- xiii. Reorganizing all the EBS table space to their respective TOPs. Customized objects should be moved to the Custom TOP.

3.4 Duration

The support contract will run for 36 months (3No. years)

3.5 Deliverables

The contracted bidder will be expected to provide the following deliverables

- i. The provider will be responsible for ensuring that the IFMIS applications are available for up to 99.9%
- ii. Monthly, Quarterly and Yearly Support Performance reports on IFMIS support, the reports should include key issues logged, status of resolution and action plan to resolve outstanding issues.
- iii. Weekly updated Issue log
- iv. Detailed documentation of all solutions to problems that have been resolved. Any such documentation will be property of The National Treasury. Adherence to Application Implementation Methodology (AIM) and the standard deliverables in line with Oracle policy is important.
- v. Provide quarterly proof of knowledge transfer and documentation.

3.6 Payment Schedule

The payment for support services will be made as per the schedule below:-

S/No.	Milestone	Percentage Payment
1.	Quarter 1 Support Report	25%
2.	Quarter 2 Support Report	25%
3.	Quarter 3 Support Report	25%
4.	Quarter 4 Support Report	25%

Please note:

- i. Percentage payments are for annual support bid price
- ii. The cost per year should be well indicated in terms of 1st, 2nd and 3rd year.
- iii. 2nd and 3rd Year support to include support for enhanced e-procurement solution.
- iv. The quarterly payments will be made after approval of quarterly reports and on meeting the support level requirements as per the SLAs.

3.7 Other Information

- i. The standard working hours of National Treasury is from Monday to Friday 8:00 am to 5:00 pm (Kenya Time). However, for the successful execution of the project, the bidder need to provide service 24 x 7 x 365 for all jobs taking consideration on business impact.
- ii. The support provider must provide onsite resources per module for normal working hours. Onsite support will be required for severity-1 issues. Support coordination will be done through onsite support coordinator (Project Manager).
- iii. The contract will be for a period of 3 years' renewable yearly based on satisfactory performance.
- iv. The venue of the proposed onsite support shall be The National Treasury's Project Office located in Nairobi, Kenya.
- v. The contractor should use or enhance existing support policy and systems.

- vi. The first line of support to the IFMIS end users shall be resolved by IFMIS support team and the contractor will handle any level of service requests by IFMIS support team.
- vii. Approximately 200 customized reports and 25 customized Oracle forms
- viii. Include a comprehensive draft Service Level Agreement, which will be agreed upon and signed at the Inception stage of the assignment.
- ix. There are in total 48 separate ledgers and more than 550 operating units
- x. GoK administrators will be the first line of support and the vendor the second
- xi. The language of support is English or Kiswahili

4. Enhancement of e-Procurement and Integration with Parastatals

4.1 Background on e-Procurement

The IFMIS e-procurement module was launched by H.E. the President on 13th August 2014. The e-procurement platform is one of the modules within the IFMIS that ensures that government procurement is done electronically to entrench efficiency, effectiveness and accountability. The e-procurement system automated procurement business processes that were developed in line with the Public Procurement and Disposal Act, 2005. The E-Procurement system is built on the Oracle Financials release 12.1.3 and Oracle database 11.2.0.4

IFMIS e-procurement automated a procurement process that starts with the development of procurement plans, requisitions, procurement of goods and services to payment of suppliers for the goods delivered or services performed for both low value and high value items.

The e-procurement module also introduced the Item Master in line with item categories outlined in the United Nations Standard Product and Services Classification (UNSPSC). The Public Procurement and Regulatory Authority (PPRA) has been a close partner in the implementation of the item master, and facilitates the standardization of codes and market pricing for all commonly procured goods and items.

The government enacted new procurement legislation, the Public Procurement and Asset Disposal Act, 2015 to respond to the procurement aspirations of the Constitution of Kenya, 2010 and to place the procurement processes in Kenya in tandem with international best practices. The PPAD Act 2015 provides a comprehensive set of procurement processes, methods, practices covering end-to-end procurement procedures.

The new PPAD Act, 2015 and Regulations (waiting to be passed in Parliament) also introduces the provision of using electronic medium for government procurement activities and further outlines the mandates of the key stakeholders – The National Treasury, Department of Public Procurement, and the Public Procurement Regulatory Authority (PPRA).

The existing procure to pay module in IFMIS does not comprehensively support public procurement business processes.

It has therefore been recommended that as the Government engages to acquire and implement an end to end e-Government Procurement system that is fully aligned to the PPAD Act, 2015, the current IFMIS e-procurement module is enhanced to enable the Procuring Entities in National and County Governments to continue operating optimally

4.2 Objectives of the Assignment

a) General Objective

The overall objective of this assignment is to enhance the IFMIS e-Procurement module to align it with the Public Procurement and Asset Disposal Act, 2015.

b) Specific Objectives

The specific objectives of this assignment are as follows:

- i. Undertake a comprehensive review of the current IFMIS e-procurement module including the suppliers and tender portals to validate the gaps identified by the National Treasury.
- ii. Develop business process document for enhancing the system to align it with the PPAD Act, 2015 and Executive Order 2 of 2018.
- iii. Enhance the system by way of configurations and/ or customizations in line with the updated business processes.
- iv. Develop an integration framework that integrates the e-procurement module with other existing e-procurement systems used by other government agencies.

4.3 Description of The Scope of Work

Enhancement of IFMIS e-procurement is expected to improve on the functionalities in e-procurement in order to comply with Executive Order No 2 of 2018. The Executive Order No. 2 of 2018 directed that the National Treasury secures seamless integration of all procurement entities to the e-procurement module under IFMIS. In order to ensure compliance with this Executive Order, the IFMIS e-procurement module requires enhancement in line with the processes of the PPAD Act, 2015, at least for the following areas:

1. Supplier Management
2. Procurement Plan
3. Requisition Management
4. Procurement Methods:
 - a. Open Tender
 - b. Request for Quotations
 - c. Request for Proposal
 - d. Direct Procurement
 - e. Framework Agreements
5. Notification of Award
6. Professional Opinion
7. Contract Management
8. Purchase Order Management
9. Inspection and Acceptance
10. Framework for integration with other systems

4.4. Specific Enhancements of IFMIS E-Procurement Functionalities

i. Supplier Management

Supplier Management is the management of the supplier information details. This includes supplier the self-registration process, verification and approval of suppliers, capturing and recording of supplier information after having validated and verifying such information for accuracy.

The Supplier Portal should be enhanced to allow for:

- a. Supplier categorization into the Reservation Groups (Youth, Women and Persons with disabilities). This categorization should be captured during supplier registration, with the requirement for the Supplier to attach the Reservation Certificate.
- b. Uploading of invoices and delivery notes by the suppliers after delivery of goods and Services and for works certificates of completion.

ii. Procurement Plan

Procurement Planning is the first step in the purchasing process that determines the fate of a specific requisition, or purchase request. The goods, services or works required in a financial year should be reflected in the procurement plan.

The process involves each respective ministry/department/section creating a list of goods and services to be procured within a specific financial year. Each department prepares a procurement plan in IFMIS which is submitted to the Accounting Officer for approval through the approval hierarchy.

The Procurement Plan enhancements required should allow the:

- a. Consolidation of an Operating unit's procurement plans
- b. Creation of a real-time implementation report to show actual procurement spent including the percentage of procurement budget utilization per the Reservation Groups.
- c. Review and cleaning of the item master to incorporate proper codes, grouping of items according economic budget lines, and the standardization of item descriptions with the inclusion of indicative prices
- d. Visibility of amendments in the Procurement Plan so as to enable the approver t viewing the amendments as flagged off items or in a separate form.
- e. Updating of the available balances column in the procurement plan on real time basis
- f. Linking of the cash plan with the procurement plan

iii. Requisition Management

The requisition is a workflow process that is initiated when need for purchase of a new item arises. It is initiated at the department level, in line with the approved procurement plan, and approved by the AIE holder.

The following enhancements are required to improve the requisition management;

- a) Allowing the selection of multiple items from the procurement plan while creating a requisition

- b) Updating the available item balance column in the procurement plan on real time basis
- c) Disabling the functionality for searching the main store for externally sourced items

iv. Procurement Methods

The PPAD Act provides twelve procurement methods but the current assignment will enhance the following commonly used methods:

- a. Open Tender
- b. Request for Quotations
- c. Request for Proposal
- d. Direct Procurement
- e. Framework Agreements

a. Open tender

The system will be enhanced to accommodate the open tender process by:

- a) Configuring the system so that the document builder automatically defaults to the procurement method selected in the procurement plan
- b) Availing of the Standard Tender Documents for procurement of goods works and services as provided by PPRA for use by the tenderers.
- c) Publishing of the approved tender document in the Public Procurement Information Portal (PPIP)
- d) Providing a Document Management System to handle the tender documents uploaded by tenderers
- e) Allowing the creation, a Tender Opening Committee in the system
- f) Generation of a tender opening register with the name of the person submitting the tender, total price where applicable and tender security where applicable
- g) Configuring a tender opening committee report that can be shared with the bidders and an evaluation report that can be forwarded to the Accounting officer and the HSCM.
- h) Confining the evaluation process period to the 30-day validity period

b. Request for quotations

This method is mostly used for the procurement for goods, works or non-consultancy services that are readily available in the market.

The system enhancements required for this method are:

- a) A configuration that allows the HSCM to automatically publish the RFQ document after approval
- b) Limiting the publishing of RFQs to the groups as selected in the procurement plan

c. Request for proposals

This method is mostly used in the procurement of consultancy services that are predominantly intellectual or advisory in nature.

The system should be enhanced to accommodate the following;

- a) The publishing of a notice of an Expression of Interest (EOI) with a brief description of the consultancy services, eligibility and qualification necessary for invitation
- b) Facilitate publishing of the EOI in the PPIP
- c) The system to support of the EOI opening process through formulating a tender opening committee
- d) Facilitation of the evaluation of the EOI and as well as formulation an evaluation committee in the system
- e) Configuring a control that allows a minimum of six proposals to be shortlisted and if less than the six, three
- f) Allowing the accounting officer to review and approve the evaluation report in the system
- g) The system to support an invitation to submit a request for proposals that includes a technical proposal and financial proposal
- h) Quality and cost based selection should be configured as the evaluation criteria method for RFP
- i) Configure other alternative selection methods for evaluating RFPs such a quality based selection, least cost selection
- j) Have a control that only allows evaluation of the RFP to be carried out for a maximum of 21 days
- k) Allowing the second best bidder to be selected in case the 1st declines award
- l) System to make available the Standard tender documents for RFP as provided by PPRA during contracting

d. Direct procurement

A procuring entity may use direct procurement as long as the purpose is not to avoid competition. Enhancements required are as indicated below;

- a) The system should be configured to facilitate approval by the accounting officer for this procurement method
- b) The system to configure the conditions/justification to be met for use of the procurement method
- c) System to allow provision of an ad hoc evaluation committee to negotiate with a person for the supply of goods, works or non-consultancy services being provided
- d) The system should generate a contract as an outcome of the direct procurement that can be printed and signed by both parties (the bidder and the Accounting Officer)

e. Framework agreements

A procuring entity may enter into a framework agreement through open tender if the procurement value is within the thresholds prescribed under Regulations to the Act, the required quantity of goods, works or non-consultancy services cannot be determined at the time of entering into the agreement and a minimum of seven alternative vendors are included for each category. Enhancements required are as below;

- a) System to configure a template for the framework agreement document preparation
- b) System to allow award to a maximum of seven alternative suppliers

- c) System should facilitate preparation of internal audit quarterly reports detailing an analysis of the items procured through framework agreements and these reports should include an analysis of pattern of usage, procurement costs in relation to the prevailing market rates and any recommendations

v. Notification of Award

The following enhancements are envisaged:

- a) Online notification of the successful tender and the unsuccessful tenderers before the expiry of the period before the expiry of the tendering period
- b) The system to allow the bidders to accept or reject an award within the timeframe specified

vi. Professional Opinion

The HSCM is mandated to provide a signed professional opinion on procurement or asset disposal proceedings.

The system should be enhanced to allow;

- a) The HSCMs to produce a professional opinion and forward it to accounting officer,
- b) The accounting officer to accept, reject and request for more information on the submitted professional opinion
- c) The HSCMs should be able to make amendments incase more information is required by the Accounting officer

vii. Contract Management

Procurement contracts are prepared by the Accounting Officer of a procurement entity in line with the Award decision.

Enhancements should be made as follows;

- a) Allow generation of standard tender documents which shall be the basis of all procurement contracts and shall constitute at a minimum:
 - Contract agreement form
 - Tender form
 - Price schedule or bill of quantities submitted by the tender
 - Schedule of Requirements
 - Technical Specifications
 - General and special Conditions of contracts
 - Notification of award
- b) The system to allow integration with PPIP website to enable reporting on contract award by a procuring entity
- c) Should have a control that allows contracts variations to be done only after 12 months on the date of signing the contract

- d) The system should be configured to allow the Issue a certificate of acceptance before any payment is made
- e) The system should be configured to generate monthly progress reports on all contracts
- f) The system should be configured to allow termination of contracts as following the guidelines provided for by the law

viii. Purchase Order Management

Enhancements to be made are as follows

- a) The purchase order form should reflect the current PPAD Act, 2015
- b) System should enable linking requisition amounts to the amounts in the Purchase Order
- c) Ensure that a Purchase Order cannot be generated if the supplier is not categorized in the system. Enable controls for this categorization.
- d) Serialization of the POs according to the procuring entity

ix. Inspection and Acceptance of goods, works /services / Contract Implementation Team (C.I.T)

The system should be configured to:

- a) Allow an Inspection and Acceptance Committee and Contract Implementation Team be added in the system
- b) Generation of an inspection and acceptance and C.I.T report and an acceptance certificate

x. Integration

IFMIS is envisioned to integrate with other government systems through standard integration mechanism. The bidder shall be required to develop an integration mechanism that allows data exchange between systems by developing a standard API for data exchange. There are two options for integration that shall be developed

- **Institutions with Complete ERP with a functional e-procurement module.**

Where the institutions have a complete e-Procurement module and the institution is using it for competitive procurement process. The envisioned API shall be used to pull data for engaged procurement and publishing the data in the public portal.

- **Institutions with ERP but lacks functional e-Procurement.**

Where the institution has a functional ERP which doesn't support e-procurement, the Institution is expected to load its budget and procurement Plan in IFMIS. The institution shall thereafter be expected to perform procurement function using the IFMIS e-Procurement module, generate a Purchase order, Local supply order or a contract. The data relating to such a procurement process shall be sent via the integration API to the institution's ERP and the payment process is affected. Once payment is completed the payment details shall be exchanged via the integration between the ERP and IFMIS thereby creating a full settlement of accounts in IFMIS and facilitating publishing of the same details on the public portal.

The standard integration shall have the following capabilities:

- i. All data exchange based on CSV, flat file or XML format.
- ii. Allow users to register their business using USSD service into the IFMIS platform.
- iii. Allow user to query on progress of a procurement process on a web portal or USSD code
- iv. Pull data in prescribed format from other system and publish the information on <https://www.tenders.go.ke/website/contracts/Index> (Visit this link for the expected data to be pulled)
- v. Push Purchase order, Local Purchase order or contract information to other systems to facilitate execution of procurement related payment. The information shall also be used for notification to vender on sms or email
- vi. Develop and publish an IFMIS app for smart phone users
- vii. Support bulk SMS communication with minimum 20 SMS per second and capable of connecting to at least 4 service provider

4.5 Expected Outputs

The successful bidder shall be expected to deliver the following:

- i. Inception report with methodology, work plan and timelines
- ii. Requirements document
- iii. System design document based on the requirements
- iv. Configuration document
- v. UAT report
- vi. Capacity building report for IFMIS department for procurement officers in National and County Governments.
- vii. Revised Business processes in line with the stakeholder requirements and the PPAD Act, 2015
- viii. Enhanced IFMIS e-Procurement system

4.6 Duration of the Assignment

The Duration of this assignment shall be twelve (12No.) months on development, go-live and stabilization and support 24 months (2No.) years in line with support for existing applications.

4.7 Payment Schedule

The payment for implementation for 12 months will be made as per the schedule below:-

S/No.	Milestones	Percentage Payment
1.	Inception report	10%
2.	Requirement Gathering and Design	30%
3.	Development, UAT and training	30%
4.	Go-live Sign off	30%

Please note:

- i. Percentage payments are for annual support bid price
- ii. The cost for support in the 2nd and 3rd year should have accumulated in the other existing applications

- iii. Payments will be made upon the successful completion of a milestone and submission of approved reports as per the SLAs.

5. Duties & Obligations of the Contractor and the National Treasury

Duties and Obligation of the Contractor

The contract will be responsible for quality and timely delivery of the assignment. The contractor will also exercise due care and ensure confidentiality of Government data. In addition, the key individual consultant's will be responsible for their area of expertise as follows:

Project Manager

- i. Provide Project Management activities such as project coordination, project status, issue resolutions and liaise with IFMIS super users and single owner of the Project to successful execution of the project to meet the essence of the contract.
- ii. Ensure that application is at latest patch level and implemented new features of latest patches.
- iii. Introduce and explain in details new features release by oracle applications.
- iv. The Project Manager will be the single owner of the success of the project and Prepare all the project management documentation.
- v. Coordination with The National Treasury IFMIS team leaders on tracking project progress.
- vi. Channelize The National Treasury IFMIS functional and technical team queries.
- vii. Communicate team member requirements / queries to The National Treasury IFMIS team and vice-a-versa
- viii. Manage Project scope, deliverables, quality & timelines
- ix. Manage Team members and their queries
- x. Provide daily attendance details of onsite consultants and get approved by IFMIS functional and technical team leader and monthly approval by IFMIS director.

Oracle EBS Financial, Purchasing and Sourcing Functional Consultants

- i. Supporting implemented business processes and functionalities
- ii. Responsible for translating business requirements into effective and efficient solutions for diverse and complex business problems
- iii. Design, configure, unit and system testing, documentation, assist in training and support and improvement of projects, programs, workflows, etc. which are assigned by the Project Manager
- iv. Observe / evaluate existing practices to recommend future and core business requirements to improve efficiency, effectiveness or competitive advantage.
- v. Support configuration and setup of Oracle Financials / Purchasing Oracle EBS Release12.
- vi. Troubleshooting Oracle Financials/Purchasing Software problems
- vii. Providing answers to queries such as 'How do I...?' which are purely related to the functionality implemented for The National Treasury

- viii. Assisting super users in navigation to the desired functionality
- ix. Assisting super users in identifying the correct reports to run for various requirements
- x. Maintenance of front-end system inputs / value-sets (e.g. Key Flex fields, DFFs, Value Sets)
- xi. Support of creation of new responsibility and menus as business needs
- xii. Troubleshooting the existing functionality in modules implemented
- xiii. Resolving any functional issue which may arise in Oracle e-Business Suite either on account of bug in the product, unauthorized method of access by the user, wrongful data entry, lack of knowledge on the part of the end user, wrong settings during implementation but does not include enhancements / new functionality requests
- xiv. Raise Service Request on Oracle online Support Portal for any functional bugs noticed during day to day operations
- xv. Assist in month-end closing of Financials through remote offshore support
- xvi. Support modify changes in workflow approval hierarchy if the underlying business approvers have changed
- xvii. Assist in resolving issues arising out of the usage of Supply Chain Management Modules (Purchasing)
- xviii. Support The National Treasury super users in Oracle ADI for transferring data (after downloading and formatting from legacy system) into Oracle E-Business Suite implemented modules.
- xix. Preparation of “Functional Design Document – Customization (MD.50)” for any new custom development (Forms, reports, forms personalization, workflow, procedure, PL/SQL queries) and submission to The National Treasury for approval so Technical Consultant can develop the customization after approval by The National Treasury
- xx. Advice to The National Treasury Super Users on best practices used in Oracle E-Business Suite of Applications for implemented modules
- xxi. Preparation of detailed documentation (As per Oracle AIM Methodology) of all solutions to problems that have been resolved by Support team to be shared with The National Treasury Kenya on monthly basis.
- xxii. Knowledge Transfer and Training to The National Treasury IFMIS Staff through sharing of documentation in the relevant areas within the contract period for Apps Functional and Technical related activities.

Oracle EBS Technical Consultant

- i. New and existing Personalization/Customization/Designing Oracle Forms and Reports and supporting the existing reports by one on site developer based on “Function Design Document – Customization (MD.50)” developed by Functional Consultants and approved by The National Treasury for development
- ii. Converting existing customized Oracle Reports to Oracle XML reports.
- iii. Providing “Technical Design Document – Customization (MD.70)” post development of the identified custom objects for The National Treasury to review
- iv. Support The National Treasury users in Oracle ADI for formatting and transferring districts data from legacy system (ledger system) into Oracle E-Business Suite implemented modules
- v. Any technical issue that arises
- vi. New or existing development of customizations – workflow, procedure, SQL, PL/SQL
- vii. Implement and maintain the integrations between Oracle and other Applications

- viii. Provide user training and documentation to super users and technical team on new and existing customizations (how to use)
- ix. Troubleshoot errors / issues thrown by the technical stack of Oracle eBusiness
- x. Knowledge Transfer to The National Treasury Super Users and Technical Team through sharing of documentation and on-site training.

Oracle EBS Application DBA/Database DBA

- i. Develop automatic tape backup policy and procedure, documented and ensure its implementation.
- ii. Testing the tape backup on a quarterly basis to ensure that it can be restored and validate/print the results
- iii. Troubleshooting the Database, Database recovery and other Oracle Software Installations fixes.
- iv. User Support and Application of Oracle Software Patches, upgrades and workarounds
- v. Knowledge Transfer and Training to The National Treasury IT Staff through sharing of documentation in the relevant areas within the contract period for Apps DBA related activities.
- vi. Documentation of Backup Procedures, Access Management & Patch Management.
- vii. Documentation of Application & Database Configurations.
- viii. Oracle EBS Apps DBA Health Check
- ix. Quarterly system review and advice on performance tuning and file system management
- x. Apps DBA will provide detailed quarterly review reports on performance tuning and file system management
- xi. Maintaining availability and integrity of Oracle Database
- xii. Performance Monitoring, tuning and sizing of Oracle Database.
- xiii. Implementing database security measures
- xiv. Implementing back up procedures and replication across sites
- xv. Support of Oracle RAC (Real Application Cluster) on active-active nodes and active-passive (standby) nodes.
- xvi. Installation, Configurations and Support of any Oracle software tools required to monitor the performance of the database and the application as requested e.g. Oracle Enterprise Manager, Oracle Tuning Packs
- xvii. Performing of upgrades on development/testing environment before deploying on the production environment.
- xviii. Ensure Table space optimization – Adding table spaces/segment extending and associated services
- xix. Routine DBA tasks like running certain health checks to ensure that the speed of the system is optimal.
- xx. In the event of a failure to Production environment restoring the Production from the last available backup and incremental archive logs to bring it to the nearest possible working state Data loss will be restricted to entries lost in redo logs
- xxi. Ensuring duplexing of Archive Logs to create Archive log redundancy
- xxii. Ensuring backup of Archive Logs
- xxiii. Cloning of Production into a Test or Development and training instance
- xxiv. Following up with Oracle online support service request to ensure that work gets accomplished based on our request

- xxv. Participation in Disaster Recovery Planning exercise that will be held at least twice yearly for the system

Oracle Hyperion Planning & Budgeting Functional Consultant

- i. Comprehensive understanding of Financial Accounting, Financial Planning and Budgeting.
- ii. Effective in building complete Hyperion Planning solutions including metadata, rules, Financial Reports, Web forms, Smartview, and security
- iii. Successfully execute tasks related to system requirements, design, build, and implementation
- iv. Gather business requirements and turn into practical planning and budgeting solutions
- v. Create necessary project documentation based on The National Treasury design sessions
- vi. Good working knowledge of data collection tools such as ODI and FDM
- vii. Write and maintain clear, concise functional and technical specifications on planning applications and business system processes
- viii. Troubleshooting and optimization of planning applications
- ix. Data loads using application desktop interface
- x. Support application setup and configuration.
- xi. Testing & Training to super users of any new, modified or existing setup or configuration.
- xii. Interact with IFMIS business process owners at the national treasury.
- xiii. Advise The National Treasury on best practices in planning and building planning applications for business rules, loading data to set up planning scenarios.
- xiv. Participate in systems analysis and design, includes identifying and documenting the planning process and functional specifications for building planning and budgeting (EPM 11.1.2.x) applications.
- xv. Consult and advise on building rules and making functional changes to applications in the planning processes
- xvi. Conducting diagnosis and planning activities related to the financial consolidations process
- xvii. Leveraging content knowledge and past experiences to architect an optimal consolidations solution incorporating industry best practices in the following areas:
- xviii. Planning process (Future State definition)
- xix. Cash Flow Statement automation
- xx. Process Management and Audit Controls)
- xxi. Data Integration (FDMEE, EBS)
- xxii. Reporting (Standard Reports, Ad-hoc reporting, SEC Reporting)
- xxiii. Develop and execute System, Integration, and User Acceptance testing plans and conduct fixes
- xxiv. Designing and conducting business solution testing and deployment plans
- xxv. Support the deployment of the solution to overall user community
- xxvi. Support the definition of structural and cultural changes required to reach the goal; sequencing those changes

Oracle Hyperion Planning and Budgeting Technical Consultant

- i. Developing business focused technical solutions leveraging Business Intelligence (BI) and Enterprise Performance Management (EPM) products
- ii. Developing and implementing applications for business based on identified requirements
- iii. Developing key business processes to support a Hyperion Planning application
- iv. Designing the user experience from an end user budgeting and reporting perspective
- v. Determining data sourcing strategies and data validation approach
- vi. Defining test conditions and test scripts to ensure system stability and validity
- vii. Providing installation; configuration; and troubleshooting services
- viii. Providing development; testing; and implementation services
- ix. Supporting user training; documentation; and rollout
- x. Defining test conditions and test scripts to ensure system stability and validity
- xi. Define technical design
- xii. Offer patching service and run data fixes as provided by support

Duties and Obligation of the National Treasury

- i. The National Treasury shall designate for this scope of services a "Project Manager" who will serve as the liaison between The National Treasury and the Service Provider with respect to the Services and Deliverables to be provided under this scope of services.
- ii. The National Treasury shall have day-to-day responsibility for supervising the performance of the support service.
- iii. Office Facilities – The National Treasury shall provide office facilities at project office to the service provider's onsite deputed team members to enable them to function properly in their roles.

Note:

Language Support

1. The business intelligence solution is expected to support English format of data entry, reporting and system interface.
2. Any pending issues will be handled by the current vendor or handed over to the incoming support
3. Onsite support will be the mode of delivery but remote will be allowed for consultations

THE MANDATORY PRELIMINARY EVALUATION

The evaluation shall adopt *YES/No Approach*. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.

Bidders must submit the following documents;

- Certificate of Incorporation or Certificate of Registration (For each party/member of consortium in case of a joint venture)
- Valid current Tax Compliance Certificate (For each party/member of consortium in case of a joint venture)

- Duly filled, signed and stamped Confidential Business Questionnaire (For each party/member of consortium in case of a joint venture)
- Duly filled, signed and stamped Form of Tender (Prime / Lead bidder to provide) **(To be attached in the Financial Proposals)**
- County Government Single Business Permit (Prime / Lead bidder to provide)
- Certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date) (For each party/member of consortium in case of a joint venture)
- Bid Security of **Kenya Shillings One Million Only (Kshs. 1,000,000.00)** from a Reputable Financial Institution in Kenya valid for 30 days beyond Tender Validity (Prime / Lead Bidder to provide) **(To be attached in the Technical Proposals)**
- Must have a Manufacturer’s Authorization Form (MAF) for all the requested 6 products i.e. Oracle EBS Financial, Oracle EBS Supply Chain, Oracle Hyperion, Oracle SOA, Oracle BI and Oracle Database & Options. In case of a Joint venture/Consortium/teaming agreement the lead/prime bidder **MUST** have MAF’s for at least 3 of the requested products, the rest of the MAFs can be provided by the consortium partners. **Note: The MAFs MUST be for this specific tender**
- The bidder must have a **MINIMUM OF THREE (3 No.)** Oracle Partner Specialization or Advanced Specialization: **AT LEAST ONE FOR HYPERION PRODUCT(S) AND ATLEAST TWO (2)** for any of the other requested products i.e. Oracle EBS Financial, Oracle EBS Supply Chain, Oracle SOA, Oracle BI and Oracle Database & Options. In case of a Joint venture/teaming agreement, the Oracle Specializations may be provided by any of the teaming partners
- Financial proposal not included in the Technical Proposals
- Completed compliance for the detailed schedule of requirements **(See Annex 1)**

TECHNICAL EVALUATION

<i>Evaluation Rating Criteria</i>		
I	Specific Understanding and experience of the Consulting Firm in relation to the assignment <i>(any reference site narration that is not supported by a completion certificate or a commendation letter from the client shall be disregarded)</i>	30
1	<p>At least two customer reference sites where the bidder has implemented Oracle Financials (Enterprise Business Suite R11/12). Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm’s references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Full descriptions of the environment and the nature of the scope of services by demonstrating implementation of the following modules</p> <ul style="list-style-type: none"> - General Ledger - Accounts Payable - Cash management - Accounts Receivables - Fixed assets 	4

	Recommendation letter from the client or certificate of completion for the specific product and services	
2	<p>At least two customer reference sites where the bidder has supported Oracle Financials (Enterprise Business Suite R11/12). Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm’s references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	2
3	<p>At least one customer reference site where the bidder has implemented Oracle Hyperion Planning & Budgeting. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm’s references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	2
4	<p>At least one customer reference sites where the bidder has supported Oracle Hyperion Planning & Budgeting. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm’s references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	2
5	<p>At least two customer reference sites where the bidder has implemented Oracle Purchasing, e-Procurement and Advanced Procurement Analytics. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm’s references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Full descriptions of the environment and the nature of the scope of services by demonstrating implementation of the following modules</p> <ul style="list-style-type: none"> - Purchasing - Sourcing 	2

	<ul style="list-style-type: none"> - Procurement Contracts - iSupplier Portal and iProcurement <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	
6	<p>At least two customer reference sites where the bidder has supported Oracle Purchasing, e-Procurement and Advanced Procurement Analytics. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	2
7	<p>At least two customer reference sites where the bidder has implemented Oracle SOA Suite solution. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	2
8	<p>At least two customer reference sites where the bidder has Implemented Oracle Financials (Enterprise Business Suite R11/12) integration to other systems using Application Programmable Interface or Oracle Service Oriented Architecture. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Full descriptions of the environment and the nature of the scope of services by demonstrating implementation</p> <ul style="list-style-type: none"> - Oracle Web Service (SOA) - API development <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	2
9	<p>At least two customer reference sites where the bidder has supported Oracle Business Intelligence solution. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons 	2

	<ul style="list-style-type: none"> - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	
10	<p>At least two customer reference sites where the bidder has implemented (installation and configuration) Oracle Database 11g/12c on Sun Solaris high availability and disaster recovery environment. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	2
11	<p>At least two customer reference where the bidder has implemented (installed and configured) Oracle Database 11g/12c and Oracle EBS R11/12, including customizations, on Sun Solaris environment. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	2
12	<p>At least two customer reference sites where the bidder has supported (administration and tuning) Oracle Database 11g/12c on Sun Solaris high availability and disaster recovery environment. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	2
13	<p>At least two customer reference where the bidder has supported (administration and tuning) Oracle Database 11g/12c and Oracle EBS R11/12, including customizations, on Sun Solaris environment. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services 	2

	<ul style="list-style-type: none"> - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	
14	<p>At least two customer reference sites where the bidder has implemented and supported Sun Solaris Operating system (version 10.0 and above), Oracle Application Cluster (RAC), Active Data Guard, Weblogic, Partitioning and Diagnostics. Details must include but not limited to the following:</p> <ul style="list-style-type: none"> - Full descriptions of the environment and the nature of the scope of services - Narration of the work done as per the (Firm's references form) - Names and telephone numbers of contact persons - Physical location, Postal address, Telephone contacts and e-mail address of the organization <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	2
II	Proposed methodology & Work plan in responding to the Terms of Reference	15
15	<p style="text-align: center;">Approach and Methodology</p> <p>A detailed description of the approach you will use for enhancing the IFMIS e-Procurement module. Clearly demonstrating how your proposed solution shall meet the desired outcomes as detailed in the TOR document.</p>	8
16	<p>Proposed Work plan</p> <ul style="list-style-type: none"> a) Proposed work plan in line with methodology detailed in 15 above. b) Outlining of the key activities and their duration. 	7
III	Project Implementation and Execution	10
17	<p>Proposed Team Structure</p> <ul style="list-style-type: none"> a) Team organization structure for delivering assignment. <i>3marks</i> b) Roles and responsibilities for key team members and matching of team members to the proposed work plan. <i>4marks</i> c) Capacity building of Client's staff onsite and offsite (<i>key knowledge transfer mechanism</i>) <i>3Marks</i> 	10
IV	Qualifications and Competence of the key Staff for the assignment <i>(Please note the number of resources to be evaluated for each area) Bidder must provide copies of certifications and CVs for the proposed resources and the CV must clearly demonstrate required experience. CVs MUST be signed by the proposed Consultants. For the purpose of evaluation, Bidder are also required to indicate the specific Consultants proposed for the various roles as required below.</i>	45
18	<p>Project Manager (Oracle EBS Financial/Procurement Functional Consultant) - (one)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • Master's Degree in Information Technology / Computer Science, Finance, Commerce or Accounting • 5 consecutive years' experience in IT project management • At least 2 Oracle EBS R12.x Financial projects experience in financial 	3

	<p>management</p> <ul style="list-style-type: none"> • At least one Oracle certification related to the assignments • At least one professional qualification in project management e.g. PMP/Prince2 Certified • Experience in Public Financial Management <p>Note: if more than one project managers are provided evaluation will only be restricted to one</p>	
19	<p>Technical Consultant DBA -(two)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor's Degree Information Communication Technology / Computer Science or related field • Certified Oracle Database Administrator (Minimum OCP) • 5 yrs Experience database administration and support 	6
20	<p>Technical Consultant EBS -(at least two)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor's Degree Technology / Computer Science or Finance/Commerce/ Accounting • At least one technical certification for EBS implementation • At least 5 Years' Experience of Implementation and Support on Oracle EBS Financial <p>At least 1 Oracle EBS Financials projects experience in public sector</p>	3
21	<p>Oracle Supply Chain Management Functional Consultant - (two)</p> <ul style="list-style-type: none"> • Qualification & Experience Rating • At least a Bachelor's Degree in Information Technology / Computer Science/Finance/Procurement • Professional Qualification in Supply Chain Management • Experience in Public Supply Chain Management • At least 2 Oracle EBS projects experience in public sector on Advanced Procurement modules • Oracle EBS R12.x Purchasing Essentials • Oracle EBS R12.x Advanced Supply Chain Planning 	6
22	<p>Oracle EBS Functional Financial Consultant - (Two)</p> <p>Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor's Degree in Finance/Commerce/ Accounting • At least three certifications in any of the E-Business Financials modules • Professional Qualification in Finance / Accounts / Commerce • Experience in Public Financial Management 	5
23	<p>Technical Consultant Hyperion-(two)</p> <ul style="list-style-type: none"> • At least a Bachelor's Degree Technology / Computer Science or Finance/Commerce/ Accounting • Certification for Hyperion Planning implementation • Certification in Hyperion Applications Administrator • Should have knowledge in Hyperion EssBase developer • Should have knowledge in Hyperion Financial Reporting • At least 5 Years' Experience of Implementation and Support on Oracle Hyperion <p>At least 1 Oracle Hyperion Financial project experience in public sector</p>	3

24	<p>Technical Consultant EBS -(two) Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor’s Degree Information Communication Technology / Computer Science or related field • 5yrs Experience in development of mobile application systems with Oracle database access • 3years experience in mobile application integration with other systems. (Provide reference site(s)) • Oracle Forms developer • PL /SQL Developer 	3
25	<p>Oracle Business Intelligence Consultants</p> <p>a) Business Analyst (one)</p> <ul style="list-style-type: none"> ✓ At least 5 years of relevance experience of Oracle Financials ✓ Skill set <ul style="list-style-type: none"> ○ Professional Qualification in supplies or accounting ○ Should have functional knowledge of Oracle Finance and Procurement cycle ERP. ○ Should have worked on 2 Oracle BIAPPS project <p>b) BI Developer (one)</p> <ul style="list-style-type: none"> ✓ At least 5 years of relevance experience of Oracle BI ✓ Skill set <ul style="list-style-type: none"> ○ Should have functional knowledge of Oracle Finance and Procurement cycle ERP. ○ Should have worked on 2 Oracle BIAPPS project ○ Should have knowledge of Oracle BI ○ Should have knowledge of Oracle Data Modelling ○ Should have knowledge of Report building ○ Should have worked on 2 Oracle BIAPPS Project 	4
26	<p>Technical Consultant SOA -(two) Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor’s Degree Information Communication Technology / Computer Science or related field • Oracle certified SOA • A minimum of 4 years of Oracle BPEL Development experience and/or 3 years of experience with Oracle SOA / FMW Technical Administration • A minimum of 2 year of SOA Experience with good understanding of Service Component Architecture and core SOA Design pattern • 3years experience in mobile application integration with other systems. (Provide reference site(s)) 	5
27	<p>Oracle SOA Implementation Specialist - (two) Qualification & Experience Rating</p> <ul style="list-style-type: none"> • At least a Bachelor’s Degree in Information Technology / Computer Science/Finance/Procurement • At least 5 Years’ experience of consecutive Implementation and Support on Oracle SOA • At least 2 Oracle SOA Suite projects experience • Oracle SOA Essentials Certification (At least 11g) <p>Oracle SOA Suite Certified Implementation Specialist (At least 11g)</p>	4

28	System Administrators (Operating system) -(at least two) Qualification & Experience Rating <ul style="list-style-type: none"> • At least a Bachelor’s Degree Information Technology / Computer Science • At least one on Solaris system administrator At least 5 years’ experience of Solaris system administration	2
29	Demonstrate skill resource pool capabilities matrix to ensure that if need be replacement of resources is done within the shortest time possible.	1
V	Financial Capability	
30	Submit bank statement for the last 5 months with a cash balance of Kshs. 100,000.00 per month - 2 Mark for each month	10
31	Lines of credit; Attach letter from the Bank on availability of Credit / Overdraft	5
32	Must demonstrate financial capability (Annual turnover Kshs. 5,000,000.00 per year) : Attach Audited Accounts for the year 2018 & 2017– 2 Marks each	10
TOTAL		125

Notes

1. The pass mark for Technical score to be 70%
2. Bidders should note that it might be necessary to conduct site visit and due diligence of the referenced client sites.
3. Bidders should note that the National Treasury shall conduct due diligence on the proposed key resources.
4. Bidders **MUST** provide copies of certificates and curriculum vitae for proposed staff, as per the requirements schedule. Without copies of certificates and curriculum vitae their proposed consultancies will not be considered in the evaluation process.
5. This is a national tender. For any international bidders should form a joint venture / consortium with the local company where the local is Prime/Lead bidder. Bidders proposing consortiums, joint ventures or teaming agreements should clearly describe the responsibility and area of support of each party in the assignment and each party shall be recognized in the contract together with their responsibilities. Any changes in the teaming arrangements during the execution of the arrangement must be approved by the Accounting Officer / National Treasury.
6. Bidders proposing consortiums, joint ventures or teaming agreements should note the reference sites and Consultants CVs provided should be in line with the proposed area of support per partner (as required in Note 5 above). Reference sites and CVs that are not aligned with the partners’ proposed responsibilities will not be considered.
7. If for any reason a successful bidder need to replace any consultant, bidder must maintain consultant requirement criteria and such changes shall be evaluated and approved by the Accounting Officer.
8. **See Annex 1 for Detailed Schedule of System Enhancement Requirements**

SECTION VI STANDARD FORMS

Notes on the sample Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. **Price Schedule Form-** The price schedule form must similarly be completed and submitted with the tender.

3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

5. **Tender Security Form** - When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity. The tender security form must be completed by the tender and submitted with the tender.

6. **Performance security Form-** The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

7. **Authorization Form** - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the principal where the tenderer is an agent.

7.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between [name of Procurement entity] of _____ [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and _____ [name of tenderer] of _____ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS: -

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

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

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

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

7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General:

Business Name
 Location of business premises.
 Plot No..... Street/Road
 Postal Address Tel No. Fax E mail
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age
 Nationality Country of origin
 • Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....
2.
3.
4.
5

Date Seal/Signature of Candidate

7.4 PRICE SCHEDULE FORM

S/N	Description		Qty	Unit Price	Total (Ksh.) 1 st Year	Total (Ksh.) 2 nd Year	Total (Ksh.) 3 rd Year
	Provision of Onsite Support for IFMIS Applications and Enhancement of IFMIS E-Procurement						
1	Enhancement of e-Procurement and Integration	Inception report Requirement Gathering and Design Development, UAT and training Go-live Sign off					
2	Onsite Support for IFMIS Applications						
	GRAND TOTAL KES						

Bidders **MUST** include a detailed priced schedule for each item i.e. Resource Persons, and all the modules to be implemented in e-procurement enhancement etc.

Payment Terms and Condition

- a) Prices to be in Kenyan shillings inclusive of all applicable taxes
- b) Support Payment will be made Quarterly upon successful performance and evidence provided as per scope work

Prices to be inclusive of all taxes

Signature of tenderer _____

7.5 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]

7.6 TENDER SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
 - a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
 - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

7.7 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ *[reference number of the contract]* dated _____ 20 _____ to supply *[description of goods]* (hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.8 MANUFACTURERS AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS

[Name of the principal]

who are established and reputation dealers in [Type of business]
having registered offices at [Address of
principal] do hereby authorizing [Name and
address of tenderer] to submit a tender, [reference of the tender] for the stated (particulars
of tender).

We hereby extend our full guarantee and warranty as per the General Conditions of
Contract for the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

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

7.9 LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD

[to be printed on the Letterhead of the Procuring Entity]

[date]

To: *[name and address of the Supplier]*

Re: **Letter of Acceptance/Notification of Award**

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data Sheet]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us and it is our intention to proceed to make a written contract in accordance with the terms specified in the tender documents on the expiry of fourteen (14) days period from the date of this notification.

The contract shall be signed by the parties within 30 days from the date of this letter but not earlier than 14 days from the date of the letter.

Yours

(Name of Accounting Officer)
Accounting Officer/Head of Procuring Entity

Please return a copy of this letter duly signed

Authorized Signature and Seal: _____

Name and Title of Signatory: _____

Name of Tenderers: _____

7.10 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED Board Secretary

ANNEX 1: - DETAILED SCHEDULE OF SYSTEM ENHANCEMENT REQUIREMENTS

(Mandatory See Page 18- Clause 2.20.1).

The bidders will be required to address the following system enhancements at a minimum:

5.1 Enhancement of Hyperion Planning and Budgeting

Req. No	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.1.1	Use of budget version codes for posting of original and supplementary budgets instead of period		
5.1.2	Capturing of non-financial (text) data in Hyperion planning application impacts the performance. Due to this limitation, PBB is customized by third party application and user has issue for printing book and adjusting values. The vendor is expected to come up with an optimized design of the program-based budget module.		
5.1.3	Enhancement of smart view for Adhoc analysis. Smart view is a Microsoft excel add-Ins which helps to use excel feature during analyzing & generating report. Training of users on the same.		
5.1.4	Introduction of a column in the Hyperion budgeting		

Req. No	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	module to pull real time expenditures from the General Ledger to assist in preparation of Supplementary Budgets.		
5.1.5	Implement budgeting module for Semi Autonomous Government Agencies		
5.1.6	Counties to be enabled to do reallocations in the Hyperion expenditure application		

5.2 Enhancement of E-Business Suite

Req. No	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.2.1	Financials		
5.2.1.1	Currently, TNT uses single ledger for all the MDAs and every MDA is separated by the operating unit (OU). This application architecture is a hindrance to achieve some of the objectives of TNT. Therefore, the vendor is expected to conduct a thorough impact analysis on the change of		

Req. No	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	application architecture, to have separate ledger for each MDA (one vote one entity)		
5.2.1.2	Enhance month end closing procedures by implementing proper controls on closing of the sub ledgers like AP, AR and develop a step by step month closing procedure		
5.2.1.3	Restrict back dating transaction and implement proper controls to allow approval before back dating.		
5.2.1.4	Provision to re-open a closed month on appropriate approval within the MDAC and track the changes made by the user for a re-opened month		

Req. No	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.2.1.5	Develop a detailed year closing procedure addressing the open purchase orders, unpaid invoices, accruing items, carrying forward the balances etc.		
5.2.1.6	Consolidation of reports at Country level as well as National and County levels		
5.2.1.7	Provide a mechanism to clean up all Master data which includes Supplier Master, Item master, Bank master and bank accounts.		
5.2.1.8	Enhance the process of loading District data into the system		
5.2.2	Cash Management		
5.2.2.1	Implement enhancements on templates for preparation of both Annual Cash Plan and Quarterly Cash Flow Forecast to make it more user friendly and with proper controls		

Req. No	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.2.2.2	Enhancements on the ability to consolidate the Annual Cash Plan and Quarterly Cash Plan (prepared by the spending units) at MDAs or Counties level and send them for final approval by The National Treasury through the system online		
5.2.2.3	Implement forward and backward notification on the custom workflow for cash management		
5.2.2.4	Enhance the system's ability to show commitments at the time of preparing the monthly cash flow plan.		
5.2.2.5	Enhancements on the solution to automatically create invoices per the approved request amount for each MDAs or Counties upon final approval from Controller of Budget		

Req. No	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.2.2.6	Enhancements on the Facility to create receipt entry in MDAs'/Counties' book automatically to recognize the fund released per the approval		
5.2.2.7	Enhancements on the system control on payment process by restricting creation of payments exceeding the current balance of the bank account in the system		
5.2.2.8	Development of a report to show funded exchequer requests and unfunded invoices as at a particular period.		
5.2.2.9	Automate Bank reconciliation – every night by the system. The system to provide exceptional reports of statements not received, accounts not fully reconciled		
5.2.3	Invoicing		
5.2.3.1	Implement an invoice register to enable registration of supplier invoices on receipt and generation of an IFMIS reference		

Req. No	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	numbers for suppliers		
5.2.3.2	Generation of Payment vouchers from IFMIS		
5.2.3.3	Enable querying of invoice status by suppliers via USSD		
5.2.3.4	Automate invoice number generation in the system		

5.3 Enhancement of Business Intelligence

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.3.1	Develop Treasury reports to monitor performance of MDAs and Counties, including: <ul style="list-style-type: none"> - Pending bills/Commitments by age - Invoice aging by MDAs - Commitments per month by key charge items or group of items - Number of Procurements completed, by method of sourcing 		
5.3.2	Operationalize Business Intelligence Publisher Functional Oracle BI Publisher is a single solution environment where users are able to author, generate and deliver reports.		
5.3.3	Operationalize Oracle Business Intelligence Mobile App		
5.3.4	Operationalize the Agents Feature of Business intelligence to automate notifications and scheduling of reports.		

5.3.5	Operationalize Score Cards and KPI's		
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5.4 Specific Enhancements of IFMIS E-Procurement Functionalities

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.4.1	Supplier Management		
5.4.1.1	The system should support Supplier categorization into the Reservation Groups (Youth, Women and Persons with disabilities). This categorization should be captured during supplier self registration		
5.4.1.2	During Supplier self registration, the system should support attachment of Reservation certificates by the supplier		
5.4.1.3	Supplier notification by email and SMS after submission and upon generation of IFMIS number		
5.4.1.4	The system should support uploading of invoices and delivery notes by the suppliers after delivery of goods and Services and for works certificates of completion		
5.4.1.5	Notifications shall be sent via email/alert to the procuring entity once the supplier finished		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	uploading of invoices/delivery notes/work completion certificate		
5.4.1.6	System should support uploading of supplier invoices and verification of the invoices uploaded by the suppliers and notify the supplier if any amendment is required		
5.4.1.7	Ability for the suppliers to reattach the invoices or any amended documents prior to approval of the same		
5.4.1.8	Restrict the suppliers from amendment or reattaching the invoices once the invoices are processed and approved		
5.4.1.9	Enhance and fine tune the IFMIS-KRA integration process for the PIN generation for suppliers		
5.4.1.10	System should separate notifications for internal and external users (suppliers).		
5.4.1.11	Allow submission of additional documents by suppliers so long as the bid is still open		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.4.1.12	Restrict system access if a particular supplier is black listed by the procuring entity or PPRA		
5.4.1.13	Ability to identify all prospective vendors for a solicitation. And tracking, in the system, the vendors that were contacted and which ones responded with bids.		
5.4.1.14	The system should record solicitation specifications (questions, requirements, evaluation criteria, etc) and convert it into a standard template/form for sending formal solicitations and collecting, storing and organizing vendor responses to facilitate evaluation.		
5.4.1.15	Configure the system to generate report to extract details of Preference and Reservations from Procurement Plan		
5.4.2	Procurement Plan		
5.4.2.1	Enable Limiting departments to Procurement entity selected		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.4.2.2	The procurement plan entry form will capture header information and also the detail information of procuring items		
5.4.2.3	The user should be able to view the procurement plans of prior years		
5.4.2.4	Ensure that only current year procurement plan is available to requestors		
5.4.2.5	The users of the departments should be able to access the approved budget for the line item and enter the plan accordingly		
5.4.2.6	Enhancements in the system to generate a report on the item balances in the procurement plan form		
5.4.2.7	The system should be able to consolidate the procurement plans entered by the departments of the operating unit in the operating unit level		
5.4.2.8	Accounting officer of the operating unit will have access to the consolidated plan. System should allow verification of the consolidated plan and		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	cross checking with the approved budget		
5.4.2.9	System should allow amendments to the procurement plans entered by the departments for incorporating the changes advised by the accounting officer		
5.4.2.10	System should allow versioning and resubmitting the amended procurement plan for consolidation		
5.4.2.11	System should allow consolidation as many times required till the approval of the consolidated plan by the accounting officer in the OU level		
5.4.2.12	System should facilitate submitting of the OU's procurement plan to the budget department for approval		
5.4.2.13	Allow linking of the cash plan with the procurement plan		
5.4.2.14	The charge account should populate from the procurement plan		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.4.2.15	Enhance the module to allow rolling over of unrequisioned quantities/costs		
5.4.3	Requisition Management		
5.4.3.1	System should ask for the Annual Procurement Plan reference No. while entering a purchase request. System should only allow users to make requisitions under their respective departmental procurement plans		
5.4.3.2	System should allow selection of multiple items from the procurement plan while entering the purchase request		
5.4.3.3	System should restrict the users to only enter or select items from the procurement plan. Items not in the procurement plan cannot be purchased		
5.4.3.4	System should update the procurement plan of what items and how much is requested for purchase		
5.4.3.5	System should not allow the users to raise purchase requests more than the quantity of the		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	procurement plan		
5.4.3.6	System should maintain a cross reference between the procurement plan and the purchase request		
5.4.3.7	System should allow amendment of purchase requests before they are approved and restrict after approval		
5.4.3.8	Allow updating the available item balance column in the procurement plan on real time basis		
5.4.3.9	Enhance the system to automatically close requisition window on 15 th May of each Financial Year		
	Procurement Methods		
	The PPAD Act provides twelve procurement methods but the current assignment will enhance the following commonly used methods: a. Open Tender b. Request for Quotations c. Request for Proposal d. Direct Procurement e. Framework Agreements		
5.4.4	Open Tender		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.4.4.1	Configuring the system so that the document builder automatically defaults to the procurement method selected in the procurement plan		
5.4.4.2	System should support availing of the Standard Tender Documents for procurement of goods and services as provided by PPRA for use by the tenderer		
5.4.4.3	System should support publishing of the approved tender document in the Public Procurement Information Portal (PPIP)		
5.4.4.4	Develop a Document Management System to handle the tender documents uploaded by tenderer		
5.4.4.5	Facilitate the creation a Tender Opening Committee in the system		
5.4.4.6	System should support generation of a tender opening register with the name of the person submitting the tender, total price where applicable and tender security where applicable		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.4.4.7	System should allow configuring a tender opening committee report that can be shared with the bidders and an evaluation report that can be forwarded to the Accounting officer and the HSCM		
5.4.4.8	System should support confining the evaluation process period to the 30 day validity period		
5.4.4.9	Enhance controls to ensure unsealing process is undertaken by 3 unsealers before awarding		
5.4.5	Request for Quotations (RFQs)		
5.4.5.1	System should support a configuration that allows the HSCM to automatically publish the RFQ document after approval		
5.4.5.2	System should limit the publishing of RFQs to the groups as selected in the procurement plan		
5.4.6	Request for Proposals (RFPs)		
5.4.6.1	System to support publishing of Expression of Interest (EOI) with a brief description of the consultancy services, eligibility and qualification		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	necessary for invitation		
5.4.6.2	System to facilitate publishing of the EOI in the PPIP		
5.4.6.3	System to support of the EOI opening process through formulating a tender opening committee		
5.4.6.4	System to support evaluation of the EOI and establishment of an evaluation committee		
5.4.6.5	System to support configuring a control that allows a minimum of six proposals to be shortlisted and if less than the six, three		
5.4.6.6	System to support allowing the accounting officer to review and approve the evaluation report in the system		
5.4.6.7	The system to support an invitation to submit a request for proposals for the most responsive bidders of the EOI, that includes a technical proposal and financial proposal		
5.4.6.8	Configure Quality and cost based selection as the		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	evaluation criteria method for RFP		
5.4.6.9	Configuration of other alternative selection methods for evaluating RFPs such a quality based selection, least cost selection		
5.4.6.10	System to have a control that only allows evaluation of the RFP to be carried out for a maximum of 21 days		
5.4.6.11	System to allow the second best bidder to be selected in case the 1st bidder declines the award		
5.4.6.12	System to make available the Standard tender documents for RFP as provided by PPRA during contracting		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.4.7	Direct Procurement		
5.4.7.1	Configure the system to facilitate approval by the accounting officer for this procurement method		
5.4.7.2	Configure a justification window for use of this procurement method		
5.4.7.3	System to allow provision of an ad hoc evaluation committee to negotiate with a person for the supply of goods, works or non-consultancy services being provided		
5.4.7.4	The system should generate a contract as an outcome of the direct procurement that can be printed and signed by both parties (the bidder and the Accounting Officer)		
5.4.8	Framework Agreements		
5.4.8.1	System to configure a template for the framework agreement document preparation		
5.4.8.2	System to allow award to a maximum of seven alternative suppliers		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.4.8.3	System should facilitate preparation of internal audit quarterly reports detailing an analysis of the items procured through framework agreements and these reports should include an analysis of pattern of usage, procurement costs in relation to the prevailing market rates and any recommendations		
5.4.9	Notification of Award		
5.4.9.1	System to support online notification of the successful tenderer and the unsuccessful tenderers before the expiry of the tendering period		
5.4.9.2	The system to allow the bidders to accept or reject an award within the timeframe specified		
5.5	Professional Opinion		
5.5.1	The HSCMs to produce a professional opinion through the system and forward it to accounting officer		
5.5.2	System should facilitate review of the Professional opinion by the accounting officer		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.5.3	Workflow to be enhanced to allow the Head of SCM to add more information in the Professional Opinion when required by the Accounting officer		
5.6	Contract Management		
5.6.1	<p>System to allow generation of standard contract documents which shall be the basis of all procurement contracts and shall constitute at a minimum:</p> <ul style="list-style-type: none"> • Contract agreement form • Tender form • Price schedule or bill of quantities submitted by the tender • Schedule of Requirements • Technical Specifications • General and special Conditions of contracts • Notification of award 		
5.6.2	The system to allow integration with PPIP website to enable reporting on contract award by a procuring entity		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.6.3	System should have a control that allows contracts variations to be done only after 12 months on the date of signing the contract		
5.6.4	The system should be configured to generate a certificate of acceptance for contractual deliverables before any payment is made		
5.6.5	The system should be configured to generate monthly progress reports on all contracts		
5.6.6	The system should be configured to allow termination of contracts in accordance with the law		
5.7	Purchase Order Management		
5.7.1	The purchase order form should reflect the current PPAD Act		
5.7.2	System should enable linking requisition amounts to the amounts in the Purchase Order (System should not allow change of charge item in the procurement plan during PO generation (

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.7.3	Enhance controls to ensure the items in the PO matches the items in the procurement plan		
5.7.4	Ensure that a Purchase Order cannot be generated if the supplier is not categorized in the system. Enable controls for this categorization		
5.7.5	Serialization of the POs according to the procuring entity and Financial year		
5.7.6	System to maintain cross references between the Purchase Order and the Purchase Requests		
5.7.7	System to restrict purchase orders to be created for the black listed suppliers		
5.7.8	System to restrict amendments once the PO is approved and processed		
5.7.9	Enhance the approval process of the Purchase orders to ensure approval by all relevant officers and sent automatically to suppliers on final approval		
5.8	Inspection and Acceptance of Goods, Works and Services		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
5.8.1	System to enable creation of an inspection and acceptance committee		
5.8.2	System to support generation of an inspection and acceptance report and an acceptance certificate		
5.9	Integration with Parastatals		
	IFMIS is envisioned to integrate with other government systems through standard integration mechanism. The bidder shall be required to develop an integration mechanism that allows data exchange between systems by developing a standard API for data exchange. There are two options for integration that shall be developed:		
5.9.1	Institutions with Complete ERP with a functional e-procurement module: Where the institutions have a complete e-Procurement module and the institution is using it for competitive procurement process. The envisioned API shall be used to pull data for engaged procurement and publishing the data in		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	the public portal		
5.9.2	<p>Institutions with ERP but lacks functional e-Procurement. Where the institution has a functional ERP which doesn't support e-procurement, the Institution is expected to load its budget and procurement Plan in IFMIS. The institution shall thereafter be expected to perform procurement function using the IFMIS e-Procurement module, generate a Purchase order, Local supply order or a contract. The data relating to such a procurement process shall be sent via the integration API to the institution's ERP and the payment process is affected. Once payment is completed the payment details shall be exchanged via the integration between the ERP and IFMIS thereby creating a full settlement of accounts in IFMIS and facilitating</p>		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	publishing of the same details on the public portal		
5.9.3	<i>The standard integration shall have the following capabilities:</i>		
5.9.3.1	All data exchange based on CSV, flat file or XML format		
5.9.3.2	Allow users to register their business using USSD service into the IFMIS platform		
5.9.3.3	Allow user to query on progress of a procurement process on a web portal or USSD code		
5.9.3.4	Pull data in prescribed format from other system and publish the information on https://www.tenders.go.ke/website/contracts/Index (Visit this link for the expected data to be pulled)		
5.9.3.5	Push Purchase order, Local Purchase order or contract information to other systems to facilitate execution of procurement related payment. The information shall also be used for notification to vender on SMS or email		
5.9.3.6	Develop and publish an IFMIS app for smart phone		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	users		
5.9.3.7	Support bulk SMS communication with minimum 20 SMS per second and capable of connecting to at least 4 service providers		

5.10 Enhancement of IFMIS Technology & Architecture

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	Technology: Oracle Database, Hyperion and E-Business Suite Application		
5.10.1	Automatic real time synchronization of production instance & Disaster Recovery (DR) instance to be implemented. Both Hyperion instances (production & standby) have three layers i.e. data base, EssBase & application. But both instances are not real time synchronized, means the change in production is not automatically reflect in DR site.		
5.10.2	Seamless integration between customized objects		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	<p>& Hyperion application to be done. For achieving GoK's budget preparation & implementation process, some customized objects like interface console & program-based budget is not done in Oracle Hyperion Planning. Hence there should be a seamless integration between these two</p>		
5.10.3	<p>Integration of customized objects with Hyperion application should be done through user friendly administration pages and should be highly parameter driven</p> <p>Redesign the program-based budgeting. Most of Program Based Budget (PBB) data is non-financial data like objective of the program & sub program, key performance indicator, baseline target and so on</p>		
5.10.4	<p>Implement Shared Application Tier File System (APPL_TOP)</p>		
5.10.5	<p>Implement Two Node Application Architecture</p>		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	in both primary and DR sites for load balancing and to avoid single point of failure		
5.10.6	Implement Parallel Concurrent Processing (PCP) load distribution		
5.10.7	Upgrade Oracle EBS R12.1.3 to EBS R12.2 with latest certified Database Upgrade		
5.10.8	Upgrade Oracle EBS Database from 11.2.0.4 to 12c		
5.10.9	Implement Oracle Secure Backup provided TNT has the required licenses		
5.10.10	Apply the latest released Oracle Critical Patch Update		
5.10.11	Update JRE to the latest certified and available version for Oracle EBS R12		
5.10.12	Enable the TNS listener password authentication		
5.10.13	Configure Concurrent Manager for START and STOP without apps password		
5.10.14	Provide solutions to switch to hashed passwords (encrypted) instead of storing the passwords of		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	the application users in FND_USERS		
5.10.15	Upgrade the JRE plug-in to the latest certified release		
5.10.16	Advisory services and guidance to upgrade to IE11 as IE 10 is no longer certified since it has been obsoleted by its vendor		
5.10.17	Develop a Best Practices Audit Policy for Operating System, Database and Application in alignment with TNT's Audit Policies, get it approved and implement the same		
5.10.18	Activate server security by setting the autoconfig parameters_appserverid_authentication to secure, where it allows only registered application servers and trusted code modules to connect		
5.10.19	Enable network traffic encryption, the encryption is provided by the Advanced Networking Option (ANO) of the Oracle database. ANO encryption prevents		

No.	Requirement Description	Compliance (Y/N)	Vendor's Comments on the Proposed Solution
	sending TNS traffic "in-the-clear" over a network connection		
5.10.20	Automate user management including password expiry, disabling inactive users, flag duplicate users, flag out conflict of segregation principle during user definition		
5.10.21	Review of DB architecture and tuning		
5.10.22	Integrate Oracle Database Vault with Oracle e-business suite in consultation and approval from TNT		