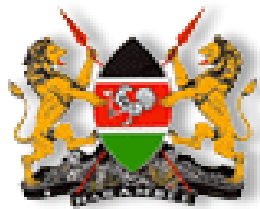


**REPUBLIC OF KENYA**  
**THE NATIONAL TREASURY &**  
**PLANNING**  
**P. O. BOX 30007 00100**  
**NAIROBI**



**NATIONAL COMPETITIVE BIDDING**  
**TENDER**  
**FOR**

**PROCUREMENT OF PENSIONS**  
**MANAGEMENT INFORMATION**  
**SYSTEM (PMIS) RE-ENGINEERING**  
**APPLICATION SOFTWARE**

**TENDER NO. TNT/051/2018 - 2019**

**CLOSING DATE: FRIDAY 14<sup>TH</sup> JUNE, 2019 AT 10.00 A.M.**

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**REPUBLIC OF KENYA**  
**THE NATIONAL TREASURY & PLANNING**  
INVITATION TO TENDER

**PROCUREMENT OF PENSIONS MANAGEMENT INFORMATION  
SYSTEM (PMIS) RE-ENGINEERING APPLICATION SOFTWARE**  
**TENDER NO: TNT/051/2018 – 2019**

The National Treasury invites sealed tenders from eligible candidates for the procurement of Pensions Management Information System (PMIS) re-engineering application software.

A complete set of tender documents may be downloaded by interested candidates free of charge at <http://treasury.go.ke> and those who have downloaded the documents **must** forward their particulars immediately for recording and any further clarifications and addenda to [procurement@treasury.go.ke](mailto:procurement@treasury.go.ke).

Tenders must be accompanied by a **Bid Security of Kshs. 1,000,000.00 from a reputable financial institution** valid for an additional 30 days beyond the Tender validity period.

Completed tender documents, **BOTH TECHNICAL AND FINANCIAL PROPOSALS IN SEPARATE ENVELOPES**, enclosed in plain sealed envelopes, marked with the tender number should be addressed to:-

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

and be deposited in the tender box provided at the Treasury Building, 6<sup>th</sup> Floor, Harambee Avenue, Nairobi, so as to be received on or before **Friday 14<sup>th</sup> June, 2019 at 10.00 a.m.**

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at **The National Treasury, Treasury Building, 6<sup>th</sup> Floor Conference Room No. 603 on Friday 14<sup>th</sup> June, 2019 at 10.00 a.m.**

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

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

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

- 2.3.1 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.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form
  - xii) Principal's or manufacturers authorization form

xiii) Declaration form

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

## **2.4 Clarification of Documents**

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

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

## **2.5 Amendment of documents**

2.5.2 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 the prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

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

(d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

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

## **2.10 Tender Currencies**

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

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

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
  - b) Cash.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
  - (b) In the case of a successful tenderer, *if* the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 30
    - or**
    - (ii) to furnish performance security in accordance with paragraph 31.
  - (c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14 Format and Signing of Tender



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

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

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the invitation to tender
  - (b) bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE Friday 14<sup>th</sup> June, 2019 at 10.00 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 Friday 14<sup>th</sup> June, 2019 at 10.00 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 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

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

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

- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderer's representatives who choose to attend, on **Friday 14<sup>th</sup> June, 2019 at 10.00 a.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

## **2.20 Preliminary Examination and Responsiveness**

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

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

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

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

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

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) Operational plan proposed in the tender;
  - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:
- (a) ***Operational Plan.***

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

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

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

**2.23. Contacting the procuring entity**

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

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

**2.24 Award of Contract**

**a) Post qualification**

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

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

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

**b) Award Criteria**

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Procuring entity's Right to Vary quantities**

- 2.25.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

## **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.

## **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 signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.28 Signing of Contract**

- 2.28.1 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.

2.28.2 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.

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

## **2.29 Performance Security**

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

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

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 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.

2.30.2 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;

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	Particulars of eligible tenders: Eligible candidates
2.4.1	<p>The address for clarification of Tender documents is Attention:</p> <p><b>The Head Supply Chain Management, The National Treasury, PO Box 30007 – 00100, Nairobi, Kenya</b></p>
2.6.1	The Language of all correspondence and documents related to the Tender is: <b>English</b>
2.9.3	The prices shall be <b>FIXED</b>
	Alternative Tenders to the requirements of the Tender documents will <b>Not be permitted</b>
2.10.1	Prices shall be quoted in <b>Kenya Shillings</b>
2.11.2	<p>Specify the evidence and information required.</p> <ul style="list-style-type: none"> <li>• <b>Tenderers must attach copies of certificate of Incorporation/Registration</b></li> <li>• <b>Valid Tax Compliance Certificate</b></li> </ul>
2.12.2	The Tender Security shall be; <b>Kshs. 1,000,000.00 from a reputable financial institution valid for 150 days from the tender opening date.</b>
2.13.1	The Tender validity period shall be <b>120 days.</b>
2.14.1	<p>The number of copies of the Tender to be completed and returned shall be: <b>One (1) original and three (3) copies.</b></p> <p>Bidders shall submit <b>both Technical and Financial proposals in separate envelopes.</b></p> <p>Technical Proposals shall be sealed in separate envelopes and clearly marked “Technical Proposal”.</p> <p>The financial proposals shall 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"> <li>• Technical proposal – <b>original and 3 copies</b></li> <li>• Financial proposal – <b>original and two copies</b> - financial proposal shall include: <ul style="list-style-type: none"> <li>▪ <b>Price Schedule form fully filled and signed; and</b></li> <li>▪ <b>Fill and sign the form of tender (with Bid validity-120 days)</b></li> </ul> </li> </ul>

	<b>N/B: Bidders who indicate their financial proposals in the technical proposals shall be treated as non-responsive.</b>															
2.15.1	<p><b>Tender shall be submitted to</b></p> <p>The Head Supply Chain Management, The National Treasury, PO Box 30007 – 00100, Nairobi, Kenya The deadline for bid submission is: Date: <b>Friday 14<sup>th</sup> June, 2019</b> Time: <i>10.00am local time</i></p>															
2.16.1	<p><b>The Tender opening shall take place at:</b></p> <p>The National Treasury, Treasury Building, 6<sup>th</sup> floor, Conference Room. Date: <b>Friday 14<sup>th</sup> June, 2019</b> Time: <i>10.00am local time.</i></p>															
2.17.1	<p><b>The Preliminary evaluation shall be mandatory:</b></p> <p>The evaluation shall adopt <b>YES/ No Approach</b>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>Bidders must submit the following documents;</p> <ul style="list-style-type: none"> <li>• A copy of certificate of registration / incorporation (For each party/member of consortium in case of a joint venture).</li> <li>• A copy of valid tax compliance certificate or equivalent from relevant Tax Authority (For each party/ member of consortium in case of a joint venture).</li> <li>• Confidential Business Questionnaire (duly filled) (For each party/member of consortium in case of a joint venture).</li> <li>• Bid security of <b>Kshs. 1,000,000.00</b> from a reputable financial institution valid for 150 days from the tender opening date (to be included in the technical proposals) (Prime / Lead bidder to provide in case of a joint venture).</li> <li>• The bidder must have a MAF for all products i.e. Application, Oracle Database, EDMS, mobile access platform, email gateway, etc. In case of a Joint venture/ Consortium/ teaming agreement the lead/prime bidder <b>MUST</b> have a MAF for first 3 of the requested products, the rest of the MAFs can be provided by the consortium partners.</li> <li>• Financial proposals not indicated in the technical proposals.</li> </ul> <p><b>Technical Mandatory Evaluation Phase</b></p> <table border="1"> <thead> <tr> <th>S/No</th> <th>Functional</th> <th>Commitment to Implement? (Y/N)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Claims Module</td> <td>-----</td> </tr> <tr> <td>2</td> <td>Assessment Module</td> <td>-----</td> </tr> <tr> <td>3</td> <td>Accounting Module</td> <td>-----</td> </tr> <tr> <td>4</td> <td>Payroll Module</td> <td>-----</td> </tr> </tbody> </table>	S/No	Functional	Commitment to Implement? (Y/N)	1	Claims Module	-----	2	Assessment Module	-----	3	Accounting Module	-----	4	Payroll Module	-----
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	5	Design, Develop, implement, install, configure, and commission re-engineered system	-----
	6	EDMS Module	-----
	7	Data migration and cleansing	-----
	8	Capacity Building	-----
	9	DC Management Module	-----
	10	APIs/web services	-----
	11	System Security	-----
	12	Analytics tool	-----
	13	CRM Module	-----
	14	Technical Support	-----
	<p><b><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></b></p>		
2.22.1	<p><b>Evaluation and Comparison of Tenders (Technical Evaluation)</b></p> <ul style="list-style-type: none"> <li>• Shall be based on the detailed technical evaluation provided and the Terms of reference.</li> <li>• All tender responses will be evaluated and the winning tender selected on the basis of “best value” in terms of technical superiority as well as cost effectiveness.</li> <li>• A tenderer must score a minimum of 70% of the technical score to be considered for financial opening.</li> </ul>		
2.24.1	<b>Post – qualification shall “be undertaken” YES</b>		
2.24.3	<b>Award Criteria: The lowest technically evaluated bidder</b>		
2.29.1	<b>Particulars of performance security if applicable.- 10% of the contract sum from a reputable financial institution</b>		

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

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Right’s**

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

### **3.6 Performance Security**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under

the Contract.

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

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

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

### **3.7 Inspections and Tests**

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

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

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

### **3.8 Payment**

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

### **3.9 Prices**

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

### **3.10 Assignment**

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

### **3.10 Termination for Default**

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

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

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

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

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

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

### **3.14 Resolution of disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, 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
3.6	Specify performance security if applicable: <b>10% of the contract sum from a reputable financial institution.</b>
3.8	Payments will be as follows: will be on the modular/milestone delivery approach
3.9	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes: <b>Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred by either party to the Nairobi Centre for International Arbitration.</b>
3.17	Specify applicable law. <b>Laws of Kenya</b>
3.18	Notices shall be addressed and delivered to: <b>The Principal Secretary            The National Treasury            Treasury Building,            Harambee Avenue            P.O. Box 30007 – 00100            Nairobi</b>

# SECTION V – SCHEDULE OF REQUIREMENTS

## PMIS RE-ENGINEERING – APPLICATION SOFTWARE TERMS OF REFERENCE

### 1.0. BACKGROUND

Pensions Department of the National Treasury is mandated to process and pay retirement benefits, i.e. Pensions and Gratuity to Civil Servants, Teachers, Military Personnel, Members of Parliament, Retired Presidents and Deputy Presidents and their legal personal representatives and dependents. The Benefits are payable under nine (9) Acts of Parliament, based on different pension formulae.

The Department is currently running a Defined Benefit (DB) pensions scheme with more than 250,000 pensioners and dependents being paid monthly pension. The Department is preparing to administer a new Defined Contribution (DC) scheme under the Public Service Superannuation Scheme (PSSS) which will be contributory.

The Pensions department computerized during the financial year 2008/2009 its business processes through the Pensions Management Information System (PMIS) – whose functional processes and business logics/workflow is shown in figure 1. However, the department has identified weaknesses and gaps in PMIS application software that affects significantly its citizens’ service delivery. And it’s in this context that the Department is re-engineering PMIS with view to improve on its operational performance, Pensions Administration, efficiency and transparency in its operations.

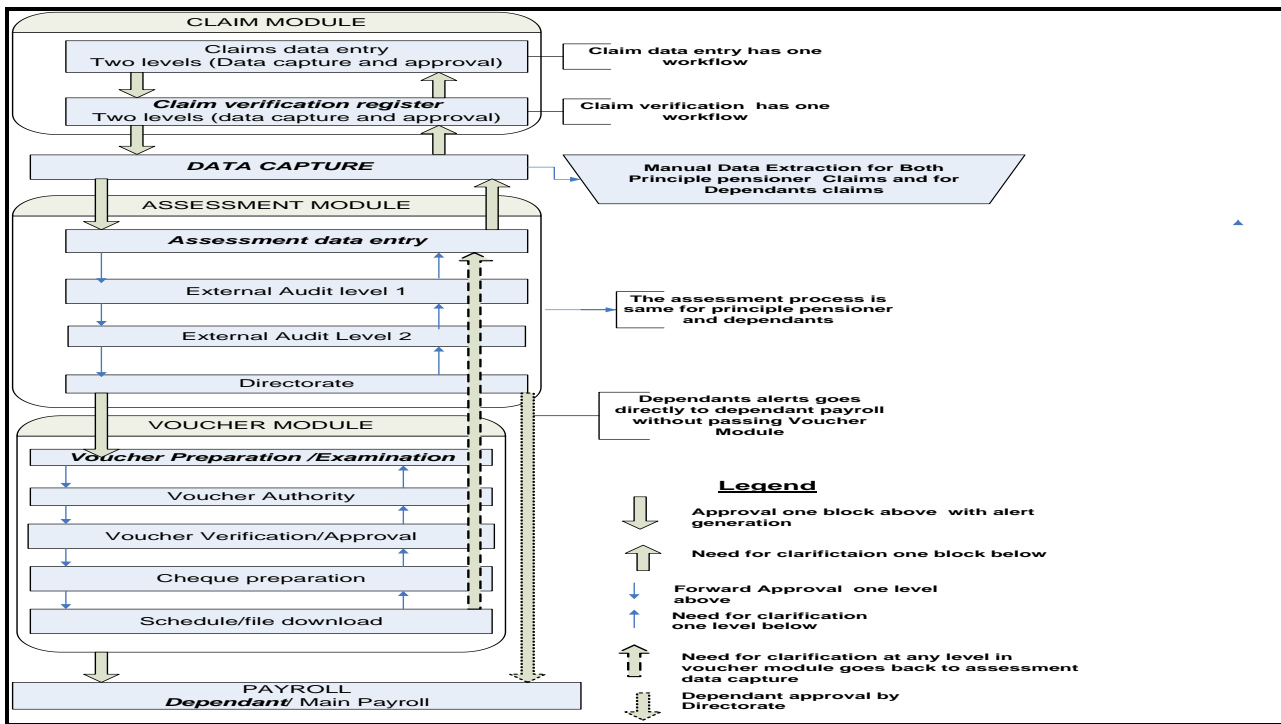


Figure 1: current PMIS workflow

The department as it undertakes PMIS re-engineering application intends to rely on and use the PMIS re-engineering Strategic Plan 2018 - 2021 document as source guide to further understanding of its functional processes. It also anticipates that bidder(s) will closely work, during PMIS software design and development lifecycle, with three teams; users, technical and project steering teams.

## **2.0. INTRODUCTION**

### **2.1. CURRENT PMIS APPLICATION AND DATABASE SOFTWARE**

The Pensions Department is running a PMIS that is implemented on oracle database 12c and oracle application 10g products. The PMIS production and development environments have oracle components:- application server 10g – used for publishing the PMIS on intranet, developer suite 10g – used for developing forms and reports, portal – used for single sign-on and publishing discoverer reports, database 12c – used as data repository and sun hardware – M8-8 super cluster server environment.

The current department's tailored oracle application system has un-updated or un-revised, since February 2009, business logics/workflows, functional and technical requirements. PMIS is running on a sun Solaris version 11.3 operating system.

### **2.2. CURRENT PMIS HARDWARE ENVIRONMENT**

The PMIS is hosted on M8-8 super cluster environment that is a shared infrastructure as a service (IAS) setup. PMIS has no physical servers but virtualized servers in a Solaris 11.3 operating system environment. Hardware such as RAM, CPU and storage are scalable upwards or downwards depending on application and database demand.

The current hardware attribute include ZFS storage, SL3000 tape library configuration and flash Solid state Storage configuration. ZFS replication for PR to DR is being maintained by IAS environment provider, however, PMIS DB is setup in active data guard replication between PR and DR environment. The tape library policies for PMIS backups are maintained as IAS environment though the disc backup is alterable to suit the re-engineered system requirement. The figure 2 below gives the PMIS hardware setup high level design.



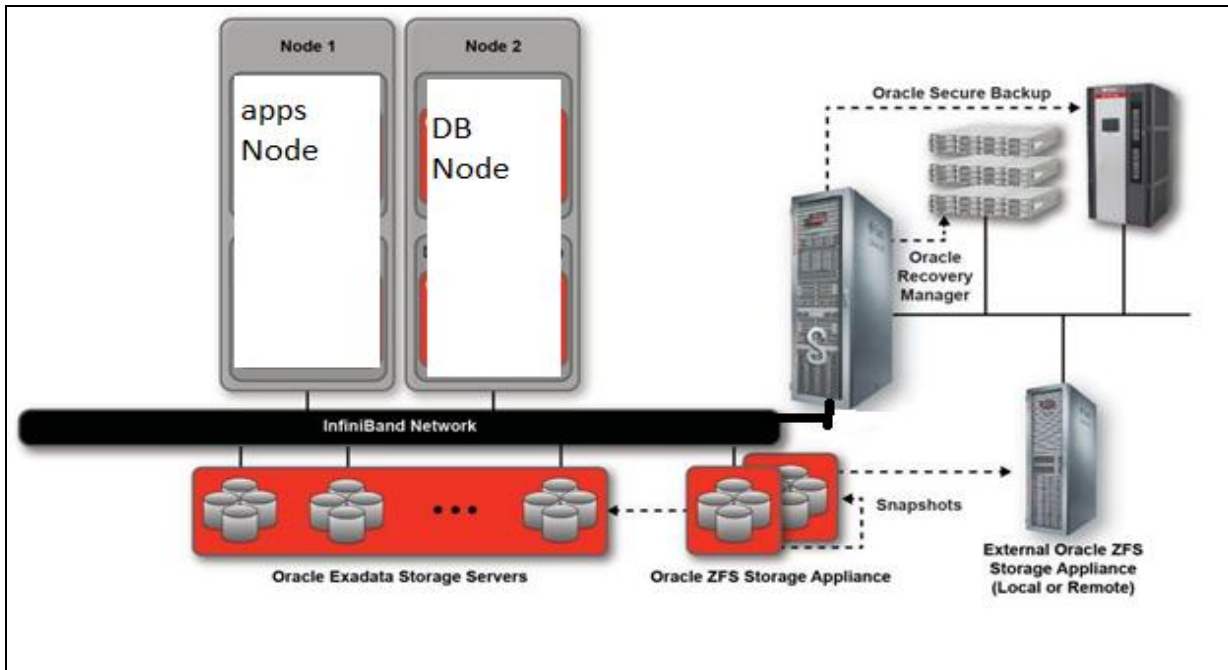


Figure 2: PMIS hardware layout for PR site

### 2.3. CURRENT PMIS BACKUP OPERATION

Oracle Optimized Solutions is used to provide databases and applications backup and restoration which are hosted by the National Treasury on the oracle super cluster. Appropriate technology, used, varies according to the type of data (structured or unstructured), data protection needs, recovery time, performance, capacity, and service level requirements. For very fast backups to disk storage, the Oracle ZFS Storage Appliance will be used to generate and store PMIS file, snapshots, storing them either locally or remotely to other Oracle ZFS Storage Appliances.

For structured data in Oracle Database, backups can be done with Oracle Recovery Manager (Oracle RMAN) either to disk or to tape through Oracle Secure Backup. Oracle offers Oracle Optimized Solution for Backup and Recovery, which is designed to perform network backups of heterogeneous clients, including Oracle Super Cluster. For backup, recovery, and long-term archival, tape remains the most cost- effective and reliable storage media available.

It's in view of section 1.0, and taking into account of sections 2.1, 2.2 and 2.3 of this report, that the Department is seeking a suitable and competent firm(s) that will perform the scope of work as detailed in section 4.0 of this report.

### 3.0. OBJECTIVE OF CONSULTANCY

The Department envisages that the successful firm(s) will help it to put in place a re-engineered PMIS that is highly available, reliable, efficient, effective and accessible anywhere, anytime and on any device.

The project's goals are as follows;

- i. To redesign PMIS architecture so as to ensure high availability and performance.

- ii. To design system that is scalable and flexible to Pensions legislations, policies and regulations and business processes.
- iii. To implement system that interface seamlessly with other government Information Technology systems.
- iv. To implement system that facilitate the department in management of both defined benefits and defined contribution pension schemes.
  - v. To enhance security, controls and eliminate risk in pensions processing and payments.
  - vi. To enhance public pensions strategic decision making at both department and national levels.
  - vii. To migrate all data from the legacy (electronic/manual) systems into the re-engineered PMIS.
- viii. To incorporate Electronic Document Management System (EDMS) module into PMIS workflow.

#### **4.0. SCOPE OF WORK AND FOCUS**

- i. Re-engineer existing oracle based PMIS - CRM, EDMS, functional areas (claims, assessment, accounts, payroll etc.) in a creative and innovative ways through use of emerging technologies.
- ii. Deliver a customized pensions' solution based on the Department's legislations, policies and regulations and business processes requirements.
- iii. Design, Develop, implement, install, configure, and commission the re-engineered Secure PMIS in both production and development environments that is compatible with the hosting environment.
- iv. Data migration and cleansing- current PMIS database Content
  - v. Capacity Building
- vi. Provide mechanism for electronic pulling and pushing data from other government IT systems e.g. KRA, IFMIS, IPPRS, NIIMS, GHRIS, Internet Banking, etc.
- vii. The system to have ability to manage Defined Contribution (DC) Pension schemes
- viii. Design system that is secure with minable audit trails, role based, controls and flexible security policies.
- ix. Design and develop system that incorporate a data analytics reports.

#### **5.0. SNAPSHOT OF PMIS BUSINESS PROCESS**

##### **5.1. CLAIMS**

In claims section activities are partly manual where personal files are received from all Government ministries, TSC, Discipline forces, Parliament and other State corporations. Prepared claims forms G.P 178, 213, 190 are checked/verified against the personal file from the time of entry into the service up to the time of exit. Each item in the copy above claim forms must be supported by a copy of document issued to the officer .i.e. ID Card, PSC2 form, letter of Appointment either Temporary, probation, contract and confirmation, pay slip, payroll deletion sheet, KRA certificate, commutation form etc. If all the records are in order, data is captured into the system and goes through four levels to verify data captured before approval. On approval alert is generate for each claim and is pushed electronically to the various RGs with a schedule for the physical claim as per the RGs.

## 5.2. ASSESSMENT

There are two types of claims in Assessment Division; Internally Generated and Externally Generated Claims.

**Externally Generated Claims:** These are claims of officers who retire, die or resign from service. These claims are received in Pensions from: Government Ministries, Teachers Service Commission, The Judicial Service Commission, National Police., Kenya Defence Forces (KDF) and Parliament and State Corporations.

Once the claims are received in the Pensions Department, the claims section captures the claims and each claim to an RG group. Assessment has four (4) RGs; RG1, RG2 RG3 and RG4. The claims are then received by the RGs Section Heads and allocated to Data Capture. Data capture then capture the claims into PMIS. The information captured are: ID Number, Date of Birth, Date of Exit/ Death Date / Resignation, District of Birth, PIN number, Personal Address, Gender, Marital Status, i.e. married or single, Bank Details, Work history which includes service from other Organizations in case of the same, Leave without pay in case there was absence, interdiction, secondment (where 31% pension contribution is not paid), service under 18 years and suspension is also excluded, Salary and in case the person was promoted with the last three years' salary is captured for that period and also the salary had he/ she not been promoted in the same period is captured. In case of death the next of kin is captured, and where there is Government liability the same is captured.

**N/B.** when capturing death cases at bank details, data capture includes the Public Trustee Office closest to the next of kin. This is supported by the address of their area chief. In case the details of bank of the next of kin are captured at item II of G.P.178 and counter signed by the authorizing officer, the next of kin is paid direct. The details are captured at the next of kin portal.

After this information is captured the Data Capture saves the information in the system. This enables the system to generate a file number for the claim.

After the number is generated where it is a death case, Death Enrolment is done by Data Capture. The file numbers are generated in accordance with the officers' service. Where the officer served for less than ten (10) years, the system generates an APN/ GC. Service above 10 years generates APN/ PC. Cases of refund generate WCPN/ R, A parliamentary case where an MP serves for less than two terms the system generates an APN/ PR. For cases of complete two (2) terms then the system generates an APN/ PP.

Military cases differ for officers and Service men/ women. Officers who have served for ten (10) years and above, the system generates APN/ MP and those below ten (10) years it generates an APN/ MG. For Service men who have served for more that twelve (12) years the system generates an APN/ MP and those below twelve (12) years the system generates APN/ MG. For Military Death Cases the system generates a DPN/ DG.

Disability cases for military personnel who have been injured while in service or retired with an ailment that has been approved by the Defence Forces Assessment Board the system generates a DPN/ P.

For civil servants' cases who have been injured while in service and are due to receive an injury pension the system generates a JPN/ PC, (The PC number is same as the retirement provision number). The claim is placed in a file folder labeled with the name of the pensioner, the ministry/ commission from where he/ she is retiring from and the file number. The file is marked to the Assessor.

The Assessor retrieves the alert from the system and checks the data capture in comparison to the document filed. In case there are errors in the system the file and the alert are returned to Data Capture for amendment. If data captured is correct then the Assessor approves the assessment. By doing this the Assessor has computed the pension due to the retiree/ next of kin. The Assessor then prints an appendix which reflects the total service and the award due and government liability/ abatement for death cases. A Page 5 is also printed to reflect the amount on the appendix, the Tax to be recovered and any WCPS refund. Also included is government liability/ abatement.

Once the Assessor has approved the file, the alert then goes to the Controller of Budget (COB) where the file is verified and certified. The Controller of Budget has two levels; Level I. This level verifies the data captured and the documents filed relate to one and the same person. Level II. This level certified that the claim is correctly computed and can be processed for payment.

In case the COB finds errors in the file, the file and the alert are returned to Assessment. If the file is correctly done, they approve the alert and the file goes to Directorate.

The Directorate section is where Senior Management Officers by the authority delegated by the Secretary/ Director of Pensions approve the award payable. In case of any errors, the file and alert are returned to Assessment for clarification.

**Mixed Service Cases:** The Mixed Service cases are for officers who served in both Central Government and other government bodies like Local Authorities, Kenya Railways and Post Office. Most of these cases are from the local authorities. They are called Mixed Service Cases since the central government has its own pension's scheme while these bodies also have their own pension's schemes. Thus an officer who retired after serving in both schemes qualify for pensions from both sides. This brings about apportionment of pension when computation is being done. This involves comparing the service of an officer and considering information from the two sides.

This process starts when an officer retires, where the central government compiles information for its part of the service and the other government body whose pension is administered under e.g. LAP Trust (Local Authorities Pensions Trust Fund) also compile information for its part of the service. These are forwarded to the employees' ministry. These claims are received just as other claims, checked by claims office, sealed and computerized in the PMIS, and forwarded to Assessment to the respective RG groups allocated at the claims office. The data capture considers the aggregate pensionable enrollments for the Local Authority Service as well as the enrollments of the Central Government. The Pension file is generated and the alert and the physical file moves to assessment level. The Assessor counter checks the correctness of the information in the physical file against that in the system. A print out is made and signed then filed. This print out report clearly shows the governments' portion for payment. The physical file and alert proceeds to COB.

**Internally Generated Claims:** These are claims generated in the system at the data capture. These are dependents' cases where an officer who died as a pensioner or died while in the service and the

next of kin have completed the relevant forms. These forms are Declaration Forms or Guardianship Forms (Where the Payee is a guardian). The information contained in these forms includes: Names of next of kin as per ID card, ID number and Year of marriage in case of widow

The form is signed by next of kin, District Officer, Chief and attested by the Commissioner for Oaths/ Magistrate. Blood relatives of the widow and the deceased have to complete and sign Part IV of the declaration form where there is no marriage certificate. For the case of a guardian, the blood relatives complete Part II of the Guardianship form and attach copies of their IDs, duly certified by their area chief.

A payment form is also completed by the next of kin reflecting the bank name, branch and account number where payment is to be channeled. This is supported by a copy of the Bank plate/ card reflecting the account number as per the form. Children's Birth Certificates, Letters from schools'/ learning institutions where the children school must be attached.

These forms are received in the department by the mail office who receive and stamp the forms. The form is then sent to registry for filing, the file is then sent to assessment. The data is captured after confirming all the documents are correctly filled and relevant documents are attached.

They input data of death enrolment for cases where the pensioner had retired from service to stop monthly pension's payment. Data capture then enrolls the widow/ guardian in the system. The data captured includes: Name of the widow/ guardian as per ID, ID number, the bank details, the date of death of the deceased, and the effective date of effecting the pension, the cases where a deceased died while in service, the date captured is the date of death. Cases where the deceased was a pensioner the date captured is the deletion date from the payroll, the next of kin addresses.

Where there are children below the age of 24 years, they are captured as Secondary Dependents. When Data capture officer has completed capturing the information, the numbers indicated on the file cover as 5PN/ PC or BPN/ PC, where we are paying both dependents pension 5PN/ PC and BPN/ PC, Widows and Children Pension.

The cases where a male officer died before completing ten (10) years pensionable service and was a contributor to the WCP scheme, the BPN file will reflect as BPN/ GC.

Where an officer dies while serving in a different organization and has served in central government before secondment, and was a contributor towards WCPS, the Pensions Dept. Upon receiving the claim will only process BPN/ DB, whereby we only pay WCPS. No Dependents pension (5PN) is paid. When dealing with Military Dependents cases, where an officer dies while in service, the file goes to the Defence Forces Pension Assessment Board (DFPAB) for the Board to approve payments of dependents benefits. (WDG).

For officers or service men to qualify for this award, they should have served for a different period of time, i.e. Officers 10 years and above. Servicemen 15 years and above.

Disability cases where an officer or servicemen dies and the cause of death is due to the said disability and a doctor who is a member of the DFPAB certifies that truly the cause of death was due to the approved disability then the data capture processes the dependents pensions to the next of kin (Wife). This amount is payable to the widow until she dies.

There are also cases where we pay final death gratuity for military cases. This is paid after the payment of the first death gratuity. This is when the officer dies in service and has not left behind a widow or children. This payment is made to the parents or the next of kin as approved by the Defence council. It is paid once and it's the deceased's one-month salary. Disability pension is paid in percentages as approved by the board (DFPAB).

The table below indicates what is payable using the salary at the time of last injury; in case of several injuries:

<b>Percentage Given (%)</b>	<b>Percentage Payable (%)</b>
20 – 39	25
40 – 79	35
80 – 100	50
The above percentages earn a monthly allowance	
1 – 9	2 months' salary
10 – 19	4 months' salary
These are a one off payment thus do not earn a monthly allowance.	

Killed on duty is also an internally generated claim under the prefix KPN/ PC and paid to officers killed while on duty. These are attached to the main claim. After payment of Death Gratuity and the Dependents pension Payment the data capture writes a memo to the Secretary/ Director of Pensions for the approval of payment of Killed on Duty to the Dependents. Once approved the file is taken to Claims section for generation of an alert. After data capture processes the documents, the file moves to the Assessor for approval and then to COB. The file then moves to the Directorate and on to Dependents Payroll. The widow case is paid lifetime payment.

The challenges faced at assessment process in the current PMIS are as follow; WCPS Refund - Refund of WCPS to the pensioner after the retirement benefits have been paid does not get processed through PMIS; WCPS recovering for the temporary service in revised claims: Recovering of WCPS for the temporary services in Revised Claims is not effected through PMIS. This has led staff to do manual calculation before feeding into the system. Note that the system should recover net WCPS recovery (The difference between the recovery made earlier and the new recovery based on revised claim); Revised Dependants Pension - Revised claims for deceased officers once processed and paid, require revision of dependants' pension, PMIS is not able to process these cases based on the revised rate of pension; Revised taxation - In revised claims, PMIS is not able to calculate net tax in view of the tax recovered in the previous claim; Taxation in normal claims - There are Pensioners with tax exemptions. Where their retirement benefits are within tax brackets, PMIS will recover tax automatically; there is no option tab where data capture can exempt tax recovery for the disabled; there are files where benefits should attract tax recovery but PMIS fails to recover tax. There is no remedy for this in the PMIS thus this leads to manual calculation of tax; Migration of files - There are some files that were not migrated from the old system to the PMIS. PMIS is only able to migrate the APN/ PC, APN/ MP, APN/ MG and APN/ GC files. Other categories of files DPN/ P files for paying disabilities pensions and BPN/ PC files for paying widows pensions were not migrated; European widows and orphans pension/Asian widows and orphans pension - PMIS is only able to process widows and children's pensions, 5 years' dependents pension for Kenyans using files by the prefixes of APN/ PC, APN/ DG, APN/

MP but not able to process files with prefixes of APN/ PB (BPN/ PA, 5PN/ PA, BPN/ PB and 5PN/ PB; Deficiency: There are rare cases where a pensioner retires then dies shortly after retirement within a span of less than one year. These cases are computed different as the period between date of retirement and the date of death is considered in the pension computation. PMIS should include provision for such cases.

Military challenges/issues in the Current PMIS: Medical Expenses Reimbursement – DPN/P files - Reimbursement of medical receipts for DPN/ P cases. It does not refund without the intervention of IT; Disability Pension Transfer to Widows - Once the DFAB proves that the cause of death of an officer/ service member was related to the approved disability, the system has no provision for paying the widow the related dependents pension which is due. This award is meant to be transferred to the widow “as is” and is payable until the demise of the widow; Final Death Gratuity Apportionment- Whereas a service member dies in service while not married and the (DFPAB) approves dependents pension then awards a Final Death Gratuity which is payable to the next of kin (Both Parents). The system has no provision for apportioning the said award; Taxation when paying Two (2) or more Next of Kin. When paying the death gratuity to two or more next of kin according to approved percentage by the Board of Inquiry (BOI) the system is not able to recover the total tax percentage recoverable from each person’s share. • Change of Disability Percentage after Re-Board. Where a disabled person is re-boarded and the percentage of disability increases, the system is not able to accept the new changes for payments. When a constabulary is injured while in service and he has no pension file (that is he/ she was only paid a service gratuity) it is not possible to process the disability award approved by the DFPAB. The system has no provision for direct disability pension payment.

The users’ suggestions are: Modify mode for assessors. Most basic data is captured by data capture. Assessors should be able to correct wrongly captured data at their level in the PMIS. Authority to delete faulty information by an assessor: Provision should be made to the assessor to delete faulty information from PMIS after obtaining approval from management. These include migrated information about children who might not qualify for payment; correcting file prefix: There are instances where wrong file prefixes are generated by data capture after entering wrong data. Correction options should be given to data capture level to revert to the right file prefix.

### **5.3. ACCOUNTS**

Accounts section comprises of various sections: New cases, Old cases, Bank reconciliation and Revenue.

New Cases section: This section deals with awards approved by directorate, when directorate approves an alert is generated to Payment Voucher Preparation for them to raise a payment voucher print together with a letter to the payee after verifying that all the data is correct against the physical file.

After that a workflow is generated to voucher authority together with the physical file for, this section to verify and approve which creates a workflow to approval section, where the same verification for both electronic and physical data is done. After approval the workflow is created for schedule printing and payment is request for an exchequer for transmitting to Central bank for payment to individual banks.

Old Cases section: This section deals with monthly refunded pension and uncollected gratuity. The process is the same as for new cases other than Internal Audit has to verify the payment voucher after it has been authorized in Authority Section.

Bank Reconciliation section: This deals with reconciling all the payments done by the department, with reports from Central Bank as regards to the payment that have gone through as well as the payment that have been received back.

Revenue section: Revenue section deals with receiving and banking contributions and pension returns which includes: Uncollected gratuity, Payroll returns, 3% contributions, Deduction to CAP and 2% WCPS.

The budgeting – the budget for the department outside the system and manually.

Financial statement - Financial statement are done and outside the PMIS. Exchequer receipts are not captured in the PMIS

#### **5.4. PAYROLL**

We have three pay rolls in the current PMIS; Main, Dependents and Agency Payrolls. The crown agency payroll is another different type of payroll paid occasionally through PMIS with intervention from ICT section.

Main Payroll: The business payroll processes starts when - after the payment of gratuity an alert is sent to pay roll in the trial run. There is also introduction to payroll for the cases which do not send an alert to payroll. Reinstatement: - reinstating pensioners back into the payroll who have been deleted from the payroll due to various reasons. For example, the erroneous death enrolment and due to returns from the banks etc.

There is also a payment of none recurrent arrears. In this payroll payment mode process, it is paid where a pensioner has been under paid. Here a non-recurrent payment form is filled showing the amount to be paid and filled in the pensioners file. The data is captured in the system and saved by the payroll officers. After saving the captured data, the electronic file is sent for approval within payroll. After approval alert goes to trial run. All payment i.e. Non-Recurrent, Introduction to payroll and reinstatement are sent to internal audit

Process of manual introduction into payroll: The pensioners files are received from registry with complain from pensioners. A reinstatement form/Introduction to payroll form is filled and filed in the respective files. The information is captured into the PMIS system by payroll officers. After saving the captured data, the electronic file is sent for approval within the payroll section. After approval, an alert goes to trial run

From the payroll section all the pensioners files are then taken to Internal Audit section for examination and verification of pensions processing and payment.

After the approval (examination and verifications) by the Internal Audit Section an informal request is made to the ICT department to run the monthly payroll.

After ICT run the payroll successfully, the payroll section populates the monthly payroll payment voucher for Pensioners payroll and save it.



The following management reports are generated and printed at the Payroll section; pensioner payroll payment voucher, Pensioner payroll, Recovery list, Allocation summary, Recovery summary, and Bank Summaries

After the payroll has been balanced we sign the vouchers for onwards transmission to voucher authority and alert goes to internal audit section and the physical voucher is also taken to internal audit for examination/verification. A text file is then generated and encrypted for safe guarding and also sent to banks They then authorize the voucher through the alerts and sign on the physical voucher It is then sent to internal audit for examination after examination it is sent to voucher approval.

The voucher is then sent at the cash office for payment. Once the payment is done we collect the paid files from internal audit for printing of letters. Letters are printed signed, stamped and dispatched to the pensioners a copy is filed in the relative file. The files are then recorded then sent to registry for safe custody.

Here the challenges are; a) Stoppage of with-holding tax for pensioners with disability, b) Reports for non-recurrent payments, c) Reports on change of bank details within a month., d) DPN/P and JPN/P Reports, e) DPN/P monthly pension picking APN/PC as mother file, f) PMIS not picking Disability alert for monthly pension after directorate approval, g) Pensioners who retired before April 2009 and then died before being introduced in the payroll , and h) Pensioners who were earning allowances were not introduced in the PMIS.

The users' suggestions are; a) Create a column for identity numbers and pensioner photos. b) Enable to clear workflow for double entries and invalid data. c) To give payroll rights to view and modify data left out while running payroll. d) Create a widow to query/detect underpayment, overpayment and omissions e) PMIS to reject gratuities paid before retirement date. f) Alert to be sent to payroll for all deletions with reason for deletion.

Dependent Payroll: The work flow process here is as follows;  
The Dependants payroll receives physical files from Directorate and electronic alerts in PMIS system. The files are recorded in the dependent payroll incoming register. The supervisor then allocates the physical files to dependent payroll officers for processing and payments. They peruse and confirm all the documents in the physical file and the electronic files, after confirmation the files are approved for payments up to 10th of every month.

After approval the payments are confirmed in the dependent pay roll trial run. The physical files are then forwarding to internal Audit for examination. After approval by the internal audit the payroll section request the ICT department to run the monthly payroll by 18th of every month. Payroll section populates and save the monthly voucher for Dependents and Agency payrolls. There after section print the monthly voucher and attaches Recovery list, Ceased cases, new entrance and Bank summaries and Sacco.

After the payroll has been balanced the payroll officer signs the payroll payment vouchers for onwards transmission to voucher authority section for authorization. They then authorize the voucher through the alerts and sign on the physical voucher. It is then sent to internal audit& risk management unit for examination. After examination it is sent to voucher approval.

The approved payroll payment voucher is then sent to cash office for payment. A text file is then generated and encrypted for safe guarding the payroll records and sent to the banks. Once the payment is done the section collect the paid files from internal audit for printing of letters. Letters are printed signed, stamped and dispatched to the dependents and a copy is filed in the respective files. The files are recorded then sent to registry for safe custody.

The following awards are given at the dependant's payroll: a) 5PN-For any officer who has died having worked for a period 10 years, b) BPN- Widows and children pension scheme, c) WDG-For military officers who died while in service, d) 5DG- For military officers who died while in service having served over 10yrs, e) BPN/GC- Officers who died while in service having served for less 10yrs but has contributed WCPS, f) 5MP-For military officers who died after retirement, and g) BPN/PP-For parliamentarians .

The challenges under the dependents' payroll are: a) Files with no alerts in our workflow, b) No gross pay and dependent salary table, c) System is unable to pick the deletion date of the first family to be used as the effective date of the 2nd family on payment of 5PN, d) For migrated cases, the dependents that have been erroneously deleted in both Main and Dependent payrolls on reinstatement, the system picks their names rather than that of the Pensioner himself in the trial run, e) Dummy identification numbers in payroll, f) The agency payroll is under reports section in the PMIS, g) Guardian being enrolled as spouse (No cease date), h) Guardian cases that ought to have ceased, but deleted before the cease date, do not reflect in the trial run when reinstated, i) Difficulties in reinstating Military cases that were deleted from old system payroll in2009 due to migration problems, and j) Difficulties in reinstating guardians after deletion of the widow.

Crown Agent Payroll: This includes all officers (European and Asians) who were working in the Kenya government service. On attaining independence the Kenyan government embarked on the process of Africanization whereby qualified Kenyans were to replace Europeans to perform the duties they were performing. Most of the Europeans and Asians migrated to Britain having retired from the government on abolition of office, were to be paid through the crown agents. After both governments entered into an agreement so that the British government, through the crown agents were to facilitate payment to the said Europeans and Asians who were working for the Kenyan government.

The payment is a reimbursement to crown agent who pay these retired Europeans and Asians. This payroll is processed through Account separate from the other payrolls. There is ICT intervention to help in processing the payroll.

## **5.5. CUSTOMER RELATIONS MANAGEMENT (CRM)**

The huduma centre handles the customers care of the department and all processes are manual save for the partial use of Huduma computer system to check limited services for pensioners.

## **5.6. ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (REGISTRY)**

At registry all processes are manual. EDMS was not implemented. The cardinal responsibility of the registry is to receive information, process it, store and provide for easy retrieval when and where required. The process is mapped out in the below steps.

Current registry workflow;

- Receive information – internal and external mail
- Process the mail (i.e. filing & recording of mail)
- Classification - identifying records and arranging them in business activities or records categories e.g. Administration, HRM
- Storage - ensuring the safe custody of records
- Retrieval,
- Dissemination and
- Retention and disposal of files as per Cap 19 of the Parliamentary Act.

**5.7. DEFINED CONTRIBUTION SCHEME**

The department is preparing to start handling and managing the proposed Public Service Superannuation Scheme, with members’ joining the scheme coming from:-main-stream civil service, TSC and Disciplined forces. The eligibility to join the proposed PSS Scheme is that;- officers below the age of 45-compulsory and officers above 45 years-optional. The rate of scheme’s contribution is defined as: employee 7.5% of basic salary and employer 15% of the employee basic salary.

**5.8. APPLICATION PROGRAMMING INTERFACES (APIS) / WEB SERVICES**

The APIs/web services will provide mechanism for PMS to share data by integrating with other government IT systems in line with set standards as pertains to data exchange. Parameters to consider include but not limited to:-Time, Format, File structure, Encryption mechanism, Monitoring and reporting, etc.

The desired system will integrate with other government IT systems that include: - IPPD, GHRIS, IPPRS, KRA, Hyperion, IB/other banks and Controller of budget (COB).

**6.0. SYSTEM TECHNICAL AND FUNCTIONAL REQUIREMENTS**

Column (1) of the table below gives salient features of the current PMIS functional and technical requirements otherwise the detailed functional processes are captured in the PMIS re-engineering strategic plan 2018 -2021 document. Column (2) gives the desired requirements that MUST be implemented by the consulting firm(s) during the planned PMIS re-engineering application process. These are requirements, that the department consider them minimally as parts that could significantly address the PMIS weaknesses and gaps.

**Table 1. SYSTEM FUNCTIONAL AND TECHNICAL REQUIREMENTS**

TECHNCIAL/FUNCTIONAL CURRENT STATUS (1)	FUNCTIONAL/TECHNCIAL DESIRED STATUS (2)	BIDS RESPONSE (3)
<b>1.0. Re-Engineer existing Oracle based PMIS</b>		
<b>1.1. Claims module</b>		

The PMIS is processing claims as per pensions Acts, business process and regulations.

The current process only allows the pensions department to check and capture this information manually in the PMIS at Pensions Department.

(1). The system should have ability to process claims as per pensions Acts, process and regulations.

(2). The system must have ability to capture data at source (ministries, departments, agencies etc.)

(3).The system solution shall provide an opportunity to the department to utilize integration services electronically to validate the information from existing platform (KRA-iTax, IPRS)

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### 1.2. Assessment module

The PMIS is assesses pensions claims as per pensions Acts, business process and regulations.

Computation of pension awards is based on a few parameters of data and formulae, and is hard coded, which makes new legislation difficult to implement.

Currently, in PMIS some historical data is incomplete in terms of assessments/awards.

There is a provision through Acts for pensions increase bi-annually. This process is not catered for in the current PMIS application setup.

(1).The system should have ability to award pension as per pensions Acts, process and regulations.

(2). The system to be parameter driven and not hard coded to facilitate dynamism.

(3). System should facilitate granting of rights to assessors to modify data where and when required with proper security controls.

(4). The system should have the ability to effect the monthly pension increase for the pensioners and dependent awards and update assessment files accordingly.

### 1.3. Accounts

The PMIS is performing accounting function as per

(1). The system should have ability perform accounting functions of pension as per

pensions Acts, business process and regulations

The financial statements, Ledger, cashbook, bank reconciliation and journals are prepared and produced manually under the current system

Preparation of payment Schedules is restrictively done by One (1) officer at a time.

The automatic KRA tax returns are not available in the current PMIS.

Accounts section currently cannot produce some standard reports - it rely on ICT section.

Revenue section has challenges in handling and managing the 31%, 2%, (WCPS), deduction to cap, abatement etc.

pensions Acts, process and regulations.

(2). The system shall automatically generate reports.

(3). The system to have an EFT payment mechanism between PMIS and CBK

(4). The system should have ability to accommodate the standard chart of accounts for Government of Kenya.

(5). The system should have a mechanism -----  
to manage revenue.

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#### 1.4. Payroll

The PMIS is handling and managing pensions payroll as per pensions Acts, business process and regulations

The current business process has three different payroll with each pensioner (pensioner, dependent, crown, etc.) being paid from separate chart of

(1). The system should have ability perform payroll functions of pension as per pensions Acts, process and regulations.

(2). The system shall have payroll that maintains a history, charge different accounts, provision for dynamism including suspension, reinstatement and mass loading of arrears and new pensions increments

account (COA)

(3). The system to incorporate an automated audit tool. -----

The payrolls are audited manually by the Risk management Section.

### 1.5. Customer Relations Management (CRM)

Currently the communication and pension services to pensioners are done over the counter/manually – letters, verbal, walk-in-walk-out.

(1). The system shall have web-presence services/an online system independent of any computing device and accessible to all relevant stakeholders without compromising security.

The current Huduma IT system provides support and service to both department staff and customers – it's updated manually and periodically. It's a standalone IT system that provides limited service catalogue to customers and It's not real time/online.

(2). The system shall provide a mechanism for pensioners to get details from anywhere, anytime and on any device e.g. pay advice, profile etc.

(3). The system shall provide mechanism to alert stakeholders through email/sms. -----

Pensioners' complaints/compliments/feedbacks/'Huduma Mashinani' are done manually.

(4).The system shall have online tracking capabilities of stakeholder's complements and complaints.

### 1.6. EDMS

Currently correspondence are received in the registries and recorded in a manual register. The recording doesn't immediately alert the action office.

(1). The system shall have ability perform EDMS functions of pension as per pensions Acts, process and regulations. -----

The registry has over appx 600,000 physical files against

(2). The system shall have ability to capture, store and process image, all correspondence and generate alert to the relevant action office.

appx. 250,000 active pensioners

File movement is managed through physical registers and tracing of a file is only via a manual file census

(3). The system shall have a flexible workflow management mechanism that can accommodate group/individual levels and ability to assign/reassign work and monitor delays.

(4). System shall have ability to digitize all files.

(5). The system shall have an electronic tracking of file movement.

(6). System archiving: In cases where information that support the submitted Pensions Claim in a hard copy format are required, it will be required that those attachments to be scanned, uploaded on the proposed Solution by Pension Section of the Ministry/retiring officer, and linked to the Pensions Claim Number in order to be accessed and retrieved for verification purposes and later use.

## 1.7. APIs

(1). The system shall have ability to share data as per pensions Acts, policies and regulations.

(2). system integration: The system should integrate with the following shared e- Government services: -----

(a).. *Integrated Population Register System (IPRS) - The winning bidder shall integrate the PMIS with IPRS through supporting web services and other appropriate technologies. More information shall be provided to the winning bidder.*

(b). *Integrated Financial Management Information System (IFMIS) - The winning bidder shall integrate the PMIS with IFMIS through supporting web services and other appropriate technologies. This will facilitate sharing of data, reporting back on* -----

*expenditure and requisition of the exchequers, others. More information shall be provided to the winning bidder.*

*(c ). The Civil Registration Bureau - The winning bidder should make sure that PMIS is integrated to the CRB to enable data validation*

*(d). Kenya Revenue Authority - The winning bidder shall integrate PMIS to the iTax System. Accordingly, such integration should enables PMIS to validate Tax Pin Data from the government entity automatically), as well as enabling the filling of individual tax returns to the iTax for the tax payers in the PMIS.*

*(e ).Central Bank Payment Gateway T24 IB system*

*The Central Bank payment gateway will be the facilities by which payments are allowed, the bidder is expected to seamlessly transfer payments files from PMIS to IB system with encryption and other necessary standards as will be prescribed.*

*(f). SMS service - It is envisaged that SMS will be one of the notification channels that will facilitate interactions between the PMIS and its customers (Ex: PMIS would use the SMS service to notify their customers about the status of their transactions, the completion of their transactions, etc.).*

*(g). Bank Data - It is envisaged that PMIS should integrate with other banks to allow for sharing of payroll data and returns of transactions that are not debited from the bank end*

*(i). Government Human Resources Information System (GHRIS) - The consultant shall integrate PMIS to the GHRIS to facilitate validation of Personnel Numbers and other details of employment*

*(j). NIIMS &. Others - And any other integration that may be identified during the project live.*

*(3). In developing the APIs parameters to*



be considered include but not limited to: - time, format, File Structure, Encryption mechanism, monitoring and reporting.

(4). Interoperability: The system should comply with interoperability and data exchange standards as defined by ICTA Standards.

NB: any other needed information will be given to the consultant after award.

## **2.0. Re-engineered PMIS security**

(1).System authentication - The system should incorporate in their design and implementation a system user authentication mechanism along with information security measures in order to guarantee information confidentiality, integrity, availability and accountability (non-repudiation) to meet the security level sufficient to guarantee service delivery. The proposed solution shall support secure authentication method based on business and functional requirements, best practices, and international standard.

NB: The consultant's authentication solution shall be presented to ICTA subject matter experts and concerned stakeholders for approval before the implementation phase.

(2). Role based security - The system should support role based authentication, authorization and access control list. Role based security should be applied at all solution layers (including: database, business layer and user interface). The application has to be secured against any web based attack or misuse by a malicious user integration with different stakeholders back-end or interface integration, automation engine, etc. at all levels; the system must offer adequate security encompassing data security, transaction security, operational security, network

security

(3). The system shall have at least two security levels; users' profiles/passwords & device details (IP ADDR, MAC ADDR, etc.).

(4). The system shall have audit trails that can be directed to third party audit trail management/log analysis tools.

(5). System Users profile management - The system should support system users 'registrations management of the User profile information updates and modifications.

(6).The system shall provide for a mechanism to allow controls and flexible security policies

(7). System Audit Tools: Audit tools should allow The Pensions Department to audit all system and users' transactions to the specified system

### **3.0. Design, Develop, implement, install, configure, and commission Re-engineered Secure PMIS**

(1). Provide clear and detailed technical and functional descriptions of each of the proposed module: - Claims, Assessment, Accounts, Payroll, CRM, EDMS, APIs, DC, etc. -----

(2). For each function/module provide dataflow or process flow diagram

(3). Provide activities, deliverables & milestone for each proposed module

(4). System to incorporate appropriate mobile application, independent of computer devices, for use by pensioners to access online services provided by PMIS services

(5). Provide a list of expected documentation e.g. low & high levels designs, etc.

(6). Provide an implementation plan for the project.

(7). System Performance: The system should meet efficiency targets to serve volumes of transactions and expected number of users according to statistical information of the current PMIS.

The winning bidder shall propose values for the quality metrics below which should adhere to industry best practices which are subject to approval, rejection or modification by Pensions Department and the relevant entities.

These quality metrics should be based on a thorough study of the business needs that should be performed by the winning bidder during the Requirements Gathering phase of the project and should be based on an assumption of 10% to 15% annual growth rate. The Pensions Department will facilitate any needed site visits to data center or other stakeholders upon bidders 'request;

- System reaction time: The time taken for logging into a system or getting connected to a network
- Throughput: The quantity of useful work made by the system per unit of time
- Response time: The time the system takes to respond to specific query by the user
- Workload: The capacity to handle the required volume of work in a given time frame
- Capacity: The capability of the newer system to handle a number of simultaneous requests from the network for the application and the volume of data that it can handle from each of the users (Internal users through the LAN as well as external users through the internet/ dedicated WAN). In addition to the H/W capacity such as processing capability of all servers including DB, Apps, etc.
- Utilization: The system availability time

vs. the system down time

(8). User interface and Help - The system should provide a user friendly interface along with on-line help for user guidance while applying for different services transactions (through messages, wizard, ...etc.)

(9). System features: The system should support the following features: Availability, Scalability, Continuity of operations, Usability, Maintainability, User Friendly Interface, Reliability, Others

(10 supported web browser: In the cases where any parts of the user interface solution were developed web forms, those forms should support latest version of all well -known browsers and hardware platforms including mobile devices.

(11). System administration: The system should contain administration module, to enable administrators to perform all day-to-day administrative tasks at data, automation engine, and application levels.

NB: The consultant should gather all Pensions Department and other stakeholders' solution related administration requirements during business requirements gathering and analysis phase

#### **4.0. Data migration and cleansing-Database Content**

Current situation is that PMIS has un-migrated data sets: - Payroll datasets in magnetic tapes and in physical files. (Approximate physical files - 600,000).

(1). Provide a detailed and clear data conversion and migration plan & strategy with time frame. -----

(2). Data conversion and migration to the new system be implemented. -----

#### **5.0. Capacity Building**

(1). Develop a detailed appropriate training programme to be executed/implemented.

(2). Provide training on change

management to Senior Management and stakeholders– at least 350

(3). Provide technical training for IT personnel (Database Administrator – at least 5, Security/system administrator –at least 5, Oracle Certified Professionals –at least 5 ) -----

(4). Provide user training on the business processes (at least 300 users)

#### **6.0. DC Pension scheme module**

(1). The system shall have ability to manage Public Service Superannuation Scheme (PSSS). with membership of:- Main-stream civil service, TSC and Disciplined forces -----

(2). The system shall have the ability to enroll, process, pay and manage defined pension contributions according to the PSSS Act.

#### **7.0. Data Analytics Reports**

(1). The system shall incorporate in its design, development and implementation a data analytics reports -----

(2). Reporting tools - The system should include reporting tools both dynamic (using analysis tools) and static to generate summary reports and statistics on transactions and system activities

## 7.0. EXPECTED DELIVERABLES/OUTPUTS

**Table 2: EXPECTED OUTPUTS**

S/No	Output Description	Key Performance Indicator(s)
1	Business Analysis Report (Inception Report)	Inception Report
2	Re-engineered existing oracle based PMIS	Re-engineered system with Claims, Assessment, Accounting, Payroll, EDMS, APIs, DC management, security, Analytics tool, clean data
3	Design, implement, configure, and re-engineered Secure PMIS	Develop, install, commission Working new PMIS system at production, development, and test environments. Mobile application in use by Pensioners to access pensions services online Low and High Levels Designs, Implementation design, as-built documents. User manuals for both technical and users. Software Licenses, application source codes.
4	EDMS	All correspondences scanned and captured in system A flexible workflow management mechanism. Digitized files. Nil physical file movement
5	Data migration and cleansing	Detailed and clear Data migration plan & strategy report. Converted Data sets. Clean Migrated Data.
6	Capacity Building	Proposed detailed training programme 5 Certified DBAs 5 Certification in ICT Security(CHE/CISA/CISP) 5 Oracle Certified Professionals (forms/reports) 300 Trained Business process users 350 trained on change management
7	DC management	A working system module handling and managing DC.
8	APIs	APIs integrating the re-engineered system with others government IT systems.
9	Security,	system with at least two security levels; users profiles/passwords & device details
10	Analytics tool	A functioning data analytics tool
11	Technical Support	Service Level Agreement (SLA) of maximum 12 months post go-live-

**DETAILED TECHNICAL EVALUATION PHASE**

<b>DETAILED TECHNICAL EVALUATION CRITERIA</b>		
<i>Evaluation Rating Criteria</i>		
<b>I</b>	<b>Specific Understanding and experience of the Consulting Firm in relation to the assignment</b>	<b>40</b>
1.	<p>At least <b>Three</b> customer reference sites where the bidder has implemented an ERP, Pensions management system, or human resource/payroll system in large scale re-engineering project. The bidder must have supported</p> <ul style="list-style-type: none"> <li>○ Application upgrade</li> <li>○ Pensions claims &amp; assessment/award</li> <li>○ Accounting &amp; Payroll processing</li> </ul> <p>Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> <li>- Full descriptions of the environment and the nature of the scope of works / or services</li> <li>- Narration of the work done as per the (Firm’s references form)</li> <li>- Names and telephone numbers of contact persons</li> <li>- Physical location, Postal address, Telephone contacts and e-mail address of the organization</li> <li>- Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services                             <ul style="list-style-type: none"> <li>I. 3 site solutions evidence stated ( 3 marks)</li> <li>II. Supported All ( 3mark)</li> <li>III. Supported less than 3 (0 mark)</li> </ul> </li> </ul>	6
2.	<p>At least <b>two</b> customer reference site where the bidder has Implemented or supported CRM solution.</p> <p>Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> <li>a. Full descriptions of the environment and the nature of the scope of services</li> <li>b. Narration of the work done as per the (Firm’s references form)</li> <li>c. Names and telephone numbers of contact persons</li> <li>d. Physical location, Postal address, Telephone contacts and e-mail address of the organization</li> <li>e. Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services                             <ul style="list-style-type: none"> <li>I. 2 site solutions evidence stated ( 2 marks)</li> <li>II. non web-services (0 mark)</li> <li>III. web-services (1 mark)</li> </ul> </li> </ul>	Max 4

3.	<p>At least <b>two</b> customer reference sites where the bidder has Implemented or supported Pensions claims and assessment processing solutions with size of at least 300,000 members.</p> <p>Details must include but not limited to the following: -</p> <ol style="list-style-type: none"> <li>a. Full descriptions of the environment and the nature of the scope of services</li> <li>b. Narration of the work done as per the (Firm’s references form)</li> <li>c. Names and telephone numbers of contact persons</li> <li>d. Physical location, Postal address, Telephone contacts and e-mail address of the organization</li> <li>e. Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services <ol style="list-style-type: none"> <li>I. 2 site solutions evidence stated ( 2 marks)</li> <li>II. less 100,000 members (0 mark)</li> <li>III. 100,000 – 200,000 members (1 mark)</li> <li>IV. Above 200,000 members = (2 Marks)</li> </ol> </li> </ol>	Max 6
4.	<p>At least <b>two</b> customer reference sites where the bidder has Implemented or supported accounts and payroll processing solutions.</p> <p>Details must include but not limited to the following: -</p> <ol style="list-style-type: none"> <li>a. Full descriptions of the environment and the nature of the scope of services</li> <li>b. Narration of the work done as per the (Firm’s references form)</li> <li>c. Names and telephone numbers of contact persons</li> <li>d. Physical location, Postal address, Telephone contacts and e-mail address of the organization</li> <li>e. Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services <ol style="list-style-type: none"> <li>I. 2 site solutions evidence stated ( 2 marks)</li> <li>II. less 100,000 members (0 mark)</li> <li>III. 100,000 – 200,000 members (1 mark)</li> <li>IV. Above 200,000 members = (2 Marks)</li> </ol> </li> </ol>	Max 6
5.	<p>At least <b>two</b> customer reference sites where the bidder has undertaken Designing, Development, implementation, installation, configuration, and commissioning re-engineered IT system in production, development and test environments solutions.</p> <p>Details must include but not limited to the following: -</p> <ol style="list-style-type: none"> <li>a. Full descriptions of the environment and the nature of the scope of services</li> <li>b. Narration of the work done as per the (Firm’s references form)</li> <li>c. Names and telephone numbers of contact persons</li> <li>d. Physical location, Postal address, Telephone contacts and e-mail address of the organization</li> <li>e. Recommendation/Appreciation letter/email from the client or</li> </ol>	Max 12



	<p>certificate of completion Or Purchase Order Copy for the specific product and services</p> <ol style="list-style-type: none"> <li>I. 2 site solutions evidence stated ( 2 marks)</li> <li>II. Business process tailored application (5 mark per site)</li> <li>III. Proprietary ERP (2 mark per site)</li> <li>IV. Hybrid solution (3 Marks per site)</li> </ol>	
6.	<p>At least <b>two</b> customer reference sites where the bidder has implemented or supported EDMS solutions:  Details must include but not limited to the following: -</p> <ol style="list-style-type: none"> <li>a. Full descriptions of the environment and the nature of the scope of services</li> <li>b. Narration of the work done as per the (Firm’s references form)</li> <li>c. Names and telephone numbers of contact persons</li> <li>d. Physical location, Postal address, Telephone contacts and e-mail address of the organization</li> <li>e. Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services <ol style="list-style-type: none"> <li>I. 2 site solutions evidence stated ( 2 marks)</li> <li>II. Less than 200,000 members’ files (1 mark)</li> <li>III. More than 200,000 members’ files (2 mark)</li> </ol> </li> </ol>	5
7.	<p>At least <b>two</b> customer reference sites where the bidder has implemented or supported Defined contribution pensions scheme solution  Details must include but not limited to the following: -</p> <ol style="list-style-type: none"> <li>a. Full descriptions of the environment and the nature of the scope of services</li> <li>b. Narration of the work done as per the (Firm’s references form)</li> <li>c. Names and telephone numbers of contact persons</li> <li>d. Physical location, Postal address, Telephone contacts and e-mail address of the organization</li> <li>e. Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services <ol style="list-style-type: none"> <li>I. 1 site solutions evidence stated ( 1 mark)</li> <li>II. less 100,000 members (0 mark)</li> <li>III. 100,000 – 200,000 members (1 mark)</li> <li>IV. Above 200,000 members = (2 Marks)</li> </ol> </li> </ol>	Max 3
8.	<p>At least <b>two</b> customer reference sites where the bidder has implemented or supported Data migration and cleansing solution  Details must include but not limited to the following: -</p> <ol style="list-style-type: none"> <li>a. Full descriptions of the environment and the nature of the scope of services</li> <li>b. Narration of the work done as per the (Firm’s references form)</li> <li>c. Names and telephone numbers of contact persons</li> <li>d. Physical location, Postal address, Telephone contacts and e-mail address of the organization</li> <li>e. Recommendation/Appreciation letter/email from the client or</li> </ol>	Max 6

	<p>certificate of completion Or Purchase Order Copy for the specific product and services</p> <ol style="list-style-type: none"> <li>I. 2 site solutions evidence stated ( 2 marks)</li> <li>II. Dataset Size above 1TB (2 mark)</li> <li>III. Data set 500GB– 1TB (1 mark)</li> <li>IV. Data set less than 500GB (0 mark)</li> </ol>	
10.	<p>At least <b>one</b> customer reference sites where the bidder has implemented or supported Capacity Building in projects.</p> <p>Details must include but not limited to the following: -</p> <ol style="list-style-type: none"> <li>a. Full descriptions of the environment and the nature of the scope of services</li> <li>b. Narration of the work done as per the (Firm’s references form)</li> <li>c. Names and telephone numbers of contact persons</li> <li>d. Physical location, Postal address, Telephone contacts and e-mail address of the organization</li> <li>e. Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services</li> </ol> <p>i) 1 site solutions evidence stated ( 1 mark)</p>	1
10.	<p>At least <b>two</b> customer reference sites where the bidder has implemented or supported Provision of mechanism for electronic pulling and pushing data among IT systems</p> <p>Details must include but not limited to the following: -</p> <ol style="list-style-type: none"> <li>e. Full descriptions of the environment and the nature of the scope of services</li> <li>f. Narration of the work done as per the (Firm’s references form)</li> <li>g. Names and telephone numbers of contact persons</li> <li>h. Physical location, Postal address, Telephone contacts and e-mail address of the organization</li> <li>i. Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services</li> </ol> <ol style="list-style-type: none"> <li>I. 2 site solutions evidence stated ( 2 marks)</li> <li>II. Evidence of implementation of APIs/Web services more than 3 Nos. ( 2 mark)</li> <li>III. Evidence of implementation of APIs/Web services between 1 - 2 Nos. ( 1mark)</li> <li>IV. None evidence of implementation of any APIs/Web services ( 0 mark)</li> </ol> <p>NB: integration should be between Financial systems/banking system, registration of persons, Human Resource, Tax systems, Budgeting systems</p>	Max 6
12.	<p>At least <b>one</b> customer reference sites where the bidder has implemented or supported Provision of a system implementation that is secure (with minable audit trails), role based, with audit trails / controls and flexible security policies</p>	1

	<p>Details must include but not limited to the following: -</p> <ol style="list-style-type: none"> <li>a. Full descriptions of the environment and the nature of the scope of services</li> <li>b. Narration of the work done as per the (Firm's references form)</li> <li>c. Names and telephone numbers of contact persons</li> <li>d. Physical location, Postal address, Telephone contacts and e-mail address of the organization</li> <li>e. Recommendation/Appreciation letter/email from the client or certificate of completion Or Purchase Order Copy for the specific product and services</li> <li>j) 1 site solutions evidence stated ( 1 mark)</li> </ol>	
<b>II</b>	<b>Adequacy of the proposed work plan, IT solution(s) and methodology in responding to the Terms of Reference</b>	<b>135</b>
<b>13</b>	<b>Adequacy of the Proposed Approach, IT Solutions and Methodology</b>	<b>120</b>
	<p>A detailed description of the approach you will use for undertaking and delivering the complete PMIS re-engineering application software solution. Clearly demonstrate approach(s) of how functional and non-functional/technical re-engineered PMIS application software components shall be executed and delivered. The approach should include, but not limited to;</p> <ol style="list-style-type: none"> <li>i) Clear and detailed description of proposed IT solution(s) (12 x 5 marks)</li> <li>ii) For each function/solution provide dataflow or skew/process flow diagram (12 x 2 marks)</li> <li>iii) Provide activities, deliverables &amp; milestone for each proposed solution (12 x 2 marks)</li> <li>iv) Expected documents to be provided e.g. low &amp; high levels designs, etc. (12 x 1 marks)</li> </ol>	
14	<p><b>Adequacy of the Proposed Work plan</b></p> <ol style="list-style-type: none"> <li>a) Outlining of the key activities and their duration.</li> <li>b) Alignment of the proposed work plan with the proposed approach and methodology.</li> </ol>	6
15.	<p><b>Adequacy of the Proposed Team Structure</b></p> <ol style="list-style-type: none"> <li>a) Team organization structure for delivering assignment.</li> <li>b) Roles and responsibilities for key team members and matching of team members to the proposed work plan.</li> <li>c) Proposed corresponding structure for client team and their roles and responsibilities.</li> </ol>	9
<b>III</b>	<b>Qualifications and Competence of the key Staff for the assignment</b> <i>(Please note the number of resources to be evaluated for each area)</i>	<b>26</b>
16.	<p>Project Manager (Certified Project Management Professional or equivalent) - <i>(at least one)</i> (Qualification &amp; Experience Rating) Bachelor's Degree in Business Information Technology/ Commerce</p>	4

	<ul style="list-style-type: none"> <li>• 5 consecutive years' experience in IT project management</li> <li>• 3 to 5 Years' experience on Implementation and support of ERP Solutions, e.g. Pensions, Human Resource Payroll and Financial.</li> <li>• At least 2 projects experience in implementation of either Pensions, Human Resource Payroll</li> <li>• At least one professional qualification in project management e.g. PMP/Prince2</li> <li>• Experience in Public Pensions management preferred</li> </ul>	
17.	<p>Certified Delivery Consultant – Systems developer - (<i>at least five</i>) (Consultants/Experience)</p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in Software Engineering/Software application development/ Business System Engineering/ Information Technology/Computer Science or equivalent</li> <li>• Should have at least 5+ years of experience in implementation and support of application development solutions.</li> <li>• At least five years security implementation or support project experience in public sector or in financial sector</li> <li>• Should hold very strong understanding in design and implementation of business process solutions using standard methodologies</li> <li>• Should hold application development certifications</li> </ul>	10
18.	<p>Database Administrators - (<i>at least two</i>) (Qualification &amp; Experience Rating)</p> <ul style="list-style-type: none"> <li>• At least a Bachelor's Degree in Information Technology / Computer Science or equivalent</li> <li>• Oracle certification Professional or equivalent</li> <li>• At least 4+ years of Oracle database support or implementation experience</li> </ul>	6
19.	<p>System Administrators (Operating system) -(<i>at least two</i>) (Qualification &amp; Experience Rating)</p> <ul style="list-style-type: none"> <li>• At least a Bachelor's Degree Information Technology / Computer Science or equivalent</li> <li>• At least one certification in any operating system (Windows/Solaris/Unix/Red-hut)</li> <li>• At least 3 years' experience of system administration(windows/Solaris/Linux)</li> </ul>	6
<b>TOTAL</b>		<b>201</b>

### Financial Evaluation Phase

The bidders should provide itemized price quotations as per the project scope. Payment terms will be on the modular/milestone delivery approach.

### DURATION

The assignment will take no more than 96 weeks and the firm(s) will work closely and be supervised by the project appointed technical and steering committees.

## SECTION VI - STANDARD FORMS

### FORM OF TENDER

To: *[Name and address of the PE]*  
Date: *[insert **date** (as day, month and year)]*  
Tender No.: *[insert **number of Tendering process**]*  
Item Description: *[insert description of Items]*

Sir/Madam,

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

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

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
(Name)

\_\_\_\_\_  
*[signature]* *[in the capacity of]*  
Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

## PRICE SCHEDULE OF SERVICES

### Price Schedule

The Bidder must itemize all charges for individually identifiable components and provide a summary as shown below.

S/No	Description	Quantity	Unit Cost (Ksh)	Total Cost (Ksh)
No.	Item	Quantity		
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

### Terms & Condition

1. Bidders should include itemized bill for each items.
2. Payment of support will be made quarterly upon proof of deliverables in line with scope of work defined in this tender.
3. Vendors to provide a well-documented project Gantt chart with clear output/deliverable and timelines
4. Preparation of the SLAs for the technical support document and the commissioning and signing off the project

### **Prices to be inclusive of all taxes**

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

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

**CONTRACT FORM**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

# REPUBLIC OF KENYA

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<i>Part I- General :</i>	
Business Name .....	
Location of business premises.....	
Plot No. ....	Street/Road.....
Postal Address.....	Tel. No.....
Nature of business.....	
Current Trade Licence No.....	Expiring date.....
Maximum value of business which you can handle at any one time : K£.....	
Name of your bankers.....	Branch .....

<input type="checkbox"/>	<b>Part 2 (a) – Sole Proprietor</b>																								
	Your name in full.....Age..... Nationality.....Country of origin..... *Citizenship details.....																								
<input type="checkbox"/>	<b>Part 2 (b) Partnership</b>																								
	Given details of partners as follows:																								
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;"><i>Name</i></th> <th style="width: 25%;"><i>Nationality</i></th> <th style="width: 25%;"><i>Citizenship Details</i></th> <th style="width: 25%;"><i>Shares</i></th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....								
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<input type="checkbox"/>	<b>Part 2 (c) – Registered Company:</b>																								
	Private or Public.....																								
	State the nominal and issued capital of company-																								
	Nominal K£.....																								
	Issued K£.....																								
	Given details of all directors as follows:-																								
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2. ....	.....	.....	.....																						
3. ....	.....	.....	.....																						
4. ....	.....	.....	.....																						
5. ....	.....	.....	.....																						
Date .....Signature of Candidate.....																									

\*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.



**TENDER SECURITY (BANK GUARANTEE)**

Bank Letterhead

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/Insurance Company”), 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/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company 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 authorized representative of the bank/insurance company] .....  
Seal .....

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

supply.....

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

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

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

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

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

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

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

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

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

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

**(Amend accordingly if provided by Insurance Company)**

**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.

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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

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

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

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

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

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

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

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

SIGNED FOR ACCOUNTING OFFICER

**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 of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED ..... (Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary