

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



**TENDER**

**FOR**

**PROVISION OF ONSITE SUPPORT AND**  
**IMPROVEMENT OF IFMIS**  
**APPLICATIONS: ORACLE E-**  
**BUSINESS SUITE FINANCIAL,**  
**PURCHASING, BUDGETING AND**  
**BUSINESS INTELLIGENCE**

**TENDER NO. TNT/023/2018-2019**

**CLOSING DATE: TUESDAY, 20<sup>TH</sup> NOVEMBER, 2018 AT 10.00AM**

## Table of Contents

<b>SECTION II – INSTRUCTIONS TO TENDERERS.....</b>	<b>5</b>
2.1 Eligible tenderers.....	5
2.2 Cost of tendering .....	5
2.3 Contents of tender documents .....	5
2.4 Clarification of Documents .....	6
2.5 Amendment of documents.....	6
2.6 Language of tender .....	6
2.7 Documents Comprising the Tender.....	6
2.8 Form of Tender.....	7
2.9 Tender Prices .....	7
2.10 Tender Currencies.....	7
2.11 Tenderers Eligibility and Qualifications.....	7
2.12 Tender Security.....	7
2.13 Validity of Tenders.....	8
2.14 Format and Signing of Tender .....	8
2.15 Sealing and Marking of Tenders.....	9
2.16 Deadline for Submission of Tenders.....	9
2.17 Modification and withdrawal of tenders .....	9
2.18 Opening of Tenders.....	10
2.19 Clarification of tenders .....	10
2.20 Preliminary Examination and Responsiveness .....	10
2.21 Conversion to a single currency.....	11
2.22 Evaluation and comparison of tenders.....	11
2.23. Contacting the procuring entity .....	12
2.24 Award of Contract.....	12
2.25 Procuring entity’s Right to Vary quantities .....	13
2.26 Procuring entity’s Right to accept or Reject any or All Tenders .....	13
2.27 Notification of award .....	13
2.28 Signing of Contract.....	13
2.29 Performance Security.....	14
2.30 Corrupt or Fraudulent Practices .....	14
<b>SECTION III GENERAL CONDITIONS OF CONTRACT.....</b>	<b>18</b>
3.1 Definitions.....	18
3.2 Application.....	18
3.3 Standards.....	18
3.5 Patent Right’s.....	18
3.6 Performance Security.....	18
3.7 Inspections and Tests .....	19
3.8 Payment.....	19
3.9 Prices.....	19
3.10 Assignment .....	20
3.10 Termination for Default .....	20
3.12 Termination of insolvency .....	20
3.13 Termination for convenience .....	20
3.14 Resolution of disputes.....	21
3.15 Governing Language.....	21

3.16 Force Majeure .....	21
3.17 Applicable Law.....	21
3.18 Notices .....	21
<b>SECTION V – SCHEDULE OF REQUIREMENTS .....</b>	<b>23</b>
<b>SECTION VI – DESCRIPTION OF SERVICES.....</b>	<b>Error! Bookm</b>
SECTION VI - STANDARD FORMS .....	50
FORM OF TENDER .....	50
PRICE SCHEDULE OF SERVICES .....	51
CONTRACT FORM .....	52
CONFIDENTIAL BUSINESS QUESTIONNAIRE.....	53
TENDER SECURITY (BANK GUARANTEE) .....	54
PERFORMANCE SECURITY FORM.....	55
MANUFACTURERS AUTHORIZATION FORM.....	56
LETTER OF NOTIFICATION OF AWARD.....	57
FORM RB 1 .....	58



REPUBLIC OF KENYA  
THE NATIONAL TREASURY AND PLANNING  
INVITATION TO TENDER

**PROVISION OF ONSITE SUPPORT AND IMPROVEMENT OF IFMIS  
APPLICATION - ORACLE E-BUSINESS SUITE FINANCIAL,  
PURCHASING AND BUDGETING AND BUSINESS INTELLIGENCE  
TENDER NO: TNT/023/2018-2019**

The National Treasury invites sealed tenders from eligible candidates for the provision of Onsite Support and Improvement of IFMIS Application - Oracle E-Business Suite Financial, Purchasing, Budgeting and Business Intelligence.

Interested eligible candidates may obtain further information from and inspect the tender documents at The National Treasury, Treasury Building, Harambee Avenue 6<sup>th</sup> Floor. Room 601 during normal working hours.

Bidders shall submit **both technical and financial proposals in separate envelopes.**

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 enclosed in plain sealed envelopes, marked with the tender number shall 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 **Tuesday, 20<sup>th</sup> November, 2018 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 Tuesday, 20<sup>th</sup> November, 2018 at 10.00 a.m.**

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES  
FOR: PRINCIPAL SECRETARY**

## **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 **Tuesday, 20<sup>th</sup> November, 2018 at 10.00 am**”

- 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 **BEFORE Tuesday, 20<sup>th</sup> November, 2018 at 10.00 am**

- 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, at **BEFORE Tuesday, 20<sup>th</sup> November, 2018 at 10.00 AM** 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 2.2.3 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 Services, 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 should be sealed separately and clearly marked “Financial Proposal”</p> <p>All the proposals should be in one envelope clearly marked with the Tender Number without any indication of the name of the bidder.</p> <ul style="list-style-type: none"> <li>• Technical proposal – original and 3 copies</li> <li>• Financial proposal – original and two copies - financial proposal shall include: <ul style="list-style-type: none"> <li>▪ Price Schedule form fully filled and signed; and</li> <li>▪ Fill and sign the form of tender (with Bid validity-120 days)</li> </ul> </li> </ul> <p><b>N/B: Bidders who indicate their financial proposals in the technical proposals shall be treated as non-responsive.</b></p>

2.16.1	<p>Tender shall be submitted to</p> <p><b>The Head Supply Chain Management, The National Treasury, PO Box 30007 – 00100, Nairobi, Kenya</b></p> <p><b>The deadline for bid submission is:</b> Date: <b>Tuesday, 20<sup>th</sup> November, 2018</b> Time: <i>10.00am local time</i></p>
2.18.1	<p>The Tender opening shall take place at:</p> <p><b>The National Treasury, Treasury Building, 6<sup>th</sup> floor, Conference Room.</b></p> <p>Date: <b>Tuesday, 20<sup>th</sup> November, 2018</b> Time: <i>10.00am local time.</i></p> <p><b>Only technical proposals shall be opened</b></p>
2.19.1	<p>The Preliminary evaluation shall be mandatory:</p> <p><b>The evaluation shall adopt <i>YES/ No Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</b></p> <p><b>Bidders must submit the following documents;</b></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 Kshs. 1,000,000.00 from a reputable financial institution valid for 150 days from the tender opening date (<b>to be included in the technical proposals</b>) (Prime / Lead bidder to provide in case of a joint venture).</li> <li>▪ The bidder must have a MAF for all the requested 6 products i.e. Oracle EBS Financial, Oracle EBS Supply Chain, Oracle Hyperion, Oracle SOA, Oracle BI and Oracle Database &amp; Options. In case of a Joint venture/Consortium/teaming agreement the lead/prime bidder <b>MUST</b> have a MAF for at least 3 of the requested products, the rest of the MAFs can be provided by the consortium partners.</li> <li>▪ The bidder must have a <b>MINIMUM OF TWO (2) Oracle Partner Specialization or Advanced Specialization</b> as follows; <b>ONE FOR EITHER ORACLE FINANCIALS OR ORACLE SUPPLY CHAIN AND ONE FOR EITHER ORACLE BI OR ORACLE SOA.</b> In case of a Joint venture/teaming agreement, <b>the Prime/ Lead bidder must have at least one of the specializations indicated above.</b></li> </ul> <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	<b>Evaluation and Comparison of Tenders (Technical Evaluation)</b> <ul style="list-style-type: none"> <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>• <b>The pass mark for Technical score to be 70%;</b></li> <li>• <b>Any bidder who scores 70% and above, based on evaluation criteria provided in the terms of reference, shall be considered for financial evaluation.</b></li> </ul>
2.24.1	<b>Post – qualification shall “be undertaken” yes</b>
2.24.3	<b>Award Criteria: Bidder who has scored 70% and above in the detailed technical evaluation and has the lowest bid price.</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 based as per indicated in the <b>Terms of Reference.</b>
3.9	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes: <b>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</b> The National Treasury Treasury Building, Harambee Avenue P.O. Box 30007 – 00100 Nairobi

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

The IFMIS Department under the National Treasury would like to procure provision of onsite support and improvement of IFMIS application - oracle e-business suite financial, purchasing, budgeting as per the attached terms of reference.

## TERMS OF REFERENCE FOR PROVISION OF ONSITE SUPPORT AND IMPROVEMENT OF IFMIS APPLICATION - ORACLE E-BUSINESS SUITE FINANCIAL, PURCHASING, BUDGETING

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### Introduction

The implementation of Integrated Financial Management System (IFMIS) in Kenya commenced in 2003, as a key Public Financial Management (PFM) reform initiative under the country-wide Economic Recovery Strategy for Wealth and Employment Creation (ERS). IFMIS was one of the many innovations introduced, designed to facilitate the government's ability to leverage on information technology to facilitate prudence in public financial management.

The initial implementation of IFMIS did not achieve the intended level of automation leading to reliance on manual processes. Therefore, Re-engineering of the Integrated Financial Management Information System (IFMIS) was initiated in 2011 with an aim of end-to-end automation of PFM processes. IFMIS Re-engineering was guided by the IFMIS Strategic Plan for the period 2011-2013 and the subsequent IFMIS Re-engineering Strategic Plan (2013-2018). The focus of the second Strategic Plan was to ensure optimal use of the system in National and County Governments in contribution towards efficient and effective management of public funds.

Both of these Strategic plans were premised on the following components:

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



to Support aims to provide the infrastructure and support required for a fully functional financial management system.

- vii. **Communicate to Change:** This component focuses on change management, capacity enhancement, information generation and dispersion, education and effective communication among IFMIS stakeholders.

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

The IFMIS system has been rolled out to ministries, departments and agencies in the National Government, and to the 47 Counties.

### **Scope of the Assignment**

The support assignment broadly covers the following two areas:

- Comprehensive support services, improvement and optimization of the Functional, Technical, APPSDBA and DBA for the following applications:-
  - Oracle Hyperion Planning & Budgeting and E- Business Suite Version R12.x
  - SOA and relevant integrations.
- Re-implementation and Support of Oracle BI solution.

### **Objectives of the Assignment**

The objectives of the support contract are to:

- Ensure the availability of existing processing capabilities
- Timely Response to business requests for new features or services
- Optimize the applications performance and configurations
- Ensure the full implementation of all the IFMIS modules
- Ensure successful implementation of system changes and required enhancements. Including but not limited to enhancements of e-procurement module to align with necessary legal and business requirements.
- Ensure adequate knowledge transfer to GoK staff

## **Support for Oracle Hyperion Planning & Budgeting and E- Business Suite Software**

The support will include standard and custom functionalities and objects, the details of the software and technology covered under the support contract are provided below.

### **Oracle Hyperion and EBS Software**

1. Optimization of Oracle Hyperion Planning Plus.
2. Development and support of a new module in the Plan to Budget system to be called: Budget Implementation Module. The purpose of this module is to consolidate and manage all budget movements during implementation and streamline both reconciliation of the budget and ledger module in EBS on budget figures as well as management of loading of numbers after supplementary budgets have been approved by the Parliament. This module should cover both budget movements at both the national as well as county levels of governments.
3. Development and support of a new module in the Plan to Budget system to be called: Sector Planning Module. The purpose of this module is to automate the sector planning and associated performance review processes at the National Government level.

### **EBS Software**

1. Oracle EBS Financials
2. Oracle EBS Purchasing
3. Oracle EBS iProcurement (Advanced Procurement)
4. Oracle EBS Procurement Contracts for Oracle Purchasing (Advanced Procurement)
5. Oracle EBS Sourcing for Oracle Purchasing (Advanced Procurement)
6. Oracle EBS iSupplier Portal for Oracle Purchasing (Advanced Procurement)
7. Oracle EBS Supplier Lifecycle Management (Advanced Procurement)
8. Customized Cash Management Solution using oracle forms, reports, PL/SQL and SQL (See detailed in Appendix 1)

### **Oracle Core Technology Software**

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

### **Oracle SOA Technology Software**

1. Oracle Enterprise Repository
2. Oracle API Gateway
3. Oracle E-Business Suite Adapter
4. Oracle Application Adapters - SAP

5. Oracle SOA Suite for Oracle Middleware
6. Oracle Unified Business Process Management Suite
7. Integrations within the IFMIS modules and other third party system (see integration details in Appendix 2)

## **Re-implementation and Support of BI solution**

The scope will include, re-implementation, training and support of the BI solution

### **Objectives**

The National Treasury aims to re-implement the Business Intelligence solution to achieve the following objectives:

- Automation of extract, transform and load the business data processes.
- Simplified procedures for creating interactive reports and analytics.
- Displaying business data on dashboards and interactive maps as well as monitoring of Key Performance Indicators (KPIs). Enable IFMIS business users to quickly and easily visualize transactional information..
- Implement a self-service data visualization environment that is fully integrated with the E-Business Suite and Hyperion.

### **Oracle Business Intelligence Application**

The following modules will be re-implemented and supported after go-live.

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

### **Detailed Requirements**

#### **Support of Oracle Hyperion Planning & Budgeting, E- Business Suite Software and SOA**

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

#### **Onsite Support & Continuous Improvement Activities**

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

- i. Optimize the configurations and performance of the existing applications.
- ii. Support of Primary and Disaster Recovery Sites for various instances; - Production, Old chart of account instance, Test and Development and Training Instance.

- iii. Daily monitoring of system availability and weekly purging of different types of logs as raised by the users.
- iv. Any level of Patching & Upgrading on applications and databases.
- v. Taking of daily backup and informing IFMIS GOK technical team of the backup status/issues.
- vi. Disaster Recovery simulations to be undertaken twice a year with IFMIS Team & Infrastructure Support Contractor.
- vii. Any modification to the existing customized reports OR Modifications to the existing developed interface objects need to be supported in the Support Services contract.
- viii. New request from The National Treasury for development of Oracle Forms, Oracle Reports, Oracle Alert, Form Personalization, SQL, PL/SQL, Java etc. will be part of the support contract and need to be carried out by proposed onsite support consultants of this contract. Any such request need to be studied by the support provider and to be submitted to The National Treasury for approval. System enhancement includes writing the specifications, seeking clarifications, development and deployment of object, coordinating with The National Treasury super users for testing and deploying to production instance.
- ix. Support and further enhancements of the various integrations and interfaces.
- x. Rebuilding of CBK/IFMIS interface to ensure seamless and secure transmission of files between the two systems.
- xi. Enhancement of the procurement modules to comply with the Public Procurement and Asset Disposal Act 2015 and its regulations.
- xii. Support of SOA, enhancing of existing integrations and any new integrations that may be required.

### **Duration**

The support contract will run for 12 months (1 year).

### **Deliverables**

The contracted bidder will be expected to provide the following deliverables

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

## Payment Schedule

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

S/No.	Milestone	Percentage Payment
1.	Inception Report	10%
2.	Quarter 1 Support Report	22.5%
3.	Quarter 2 Support Report	22.5%
4.	Quarter 3 Support Report	22.5%
5.	Quarter 4 Support Report	22.5%

### Please note:

- i. Percentage payments are for annual support price
- ii. The Quarterly payments will be made after approval of quarterly reports and on meeting the support level requirements as per the SLAs.

### Other Information

- i. The standard working hours of National Treasury is from Monday to Friday 8:00 am to 5:00 pm (Kenya Time). However, for the successful execution of the project, the bidder needs to provide service 24 x 7 x 365 for all jobs taking consideration on business impact.
- ii. The support provider must provide onsite resources per module for normal working hours. Onsite support will be required for severity-1 issues. Support coordination will be done through onsite support coordinator (Project Manager).
- iii. The contract will be for a period of 3 years renewable yearly based on satisfactory performance.
- iv. The venue of the proposed onsite support shall be The National Treasury's Project Office located in Nairobi, Kenya.
- v. The contractor should use or enhance existing support policy and systems.
- vi. The first line of support to the IFMIS end users shall be resolved by IFMIS support team and the contractor will handle any level of service requests by IFMIS support team.
- vii. Approximately 200 customized reports and 25 customized Oracle forms excluding the once for cash management.
- viii. Include a comprehensive draft Service Level Agreement, which will be agreed upon and signed at the Inception stage of the assignment.

## Oracle BI Apps Re-Implementation and Support

### General Requirements

- i. Proposal should include the architectural design for the various BI components including but not limited to Online Analytical Processing (OLAP), Advanced Analytics, Real-Time BI, Data warehousing and Data Sources, clearing showing how the different

components, tools and data models will be integrated, across the data integration, analysis and delivery layers.

- ii. All implementation tools, techniques, and methodologies, should be clearly specified and demonstrated in submitted proposals.
- iii. Vendor should provide a highly-qualified team with relevant competencies related to implement an Oracle BI solution. The project manager is required to demonstrate ability to achieve objectives with the highest degree of effectiveness.
- iv. Project action plan should be detailed with clear milestones. The vendor should explicitly specify on site and back office working hours.
- v. Vendor should provide detailed action plans, tools and techniques to ensure proper knowledge transfer for the counterpart team in IFMIS department.
- vi. Semi-monthly periodic reports are to be submitted showing the actual versus planned progress, achievements, risks, and corrective actions taken to eliminate project deficiencies.
- vii. The proposed solution should have Pre-built dashboards and reports for various domains such as financials and procurement & spend
- viii. The proposed solution should allow customization of pre-built data model
- ix. The proposed solution should have easy integration with various source systems
- x. The proposed tool should have complete, accurate and actionable information delivered out-of-the-box
- xi. The proposed solution should have reduced risk to a success of data warehouse/Datamart
- xii. The proposed solution should have accelerated deployment
- xiii. The proposed solution should have pre-built reports.
- xiv. The proposed solution should have pre-built metadata contents.

### **Technical Requirements**

The vendor is to bid for the re-implementation of Oracle BI, Oracle Procurement & Spend Analytics and Oracle Financial Analytics to obtain the following objectives:

- i. A system that has Comprehensive reporting abilities (customizable drill-down reports, data filters, etc.), by various criteria.
- ii. Ability to view, analyze and action all business intelligence content on Smartphone and tablets.
- iii. Ability to drill down to detail level of information from graphs, reports and analysis.
- iv. The ability to link with external systems (Oracle Financials, Supply chain management Data Management Systems, etc.)
- v. The vendor must clearly identify the methodology and approach to the above. Please attach any required document to confirm and illustrate your methodology, approach and the strategy to address the above.
- vi. Ability to export reports to other formats including HTML, Excel and PDF
- vii. Ability to provide predictive analysis and time series analysis
- viii. Ability to support concurrent processing of multiple requests

## **Functional Requirements**

### **Key Financial Analytics Requirements**

- i. Implement Oracle Financial analytics reports and dashboards that track AR, AP, Cash Flow, performance.
- ii. Integrate actual expense, cost and budget data to arrive at Budget Execution Statement.
- iii. System should be able to produce variance reports comparing budget to plan – on a daily basis, for entities and at a consolidated level.
- iv. Comprehensive visibility into cash flow data to improve business and operations
- v. Ability to produce standard financial statements like Statement of Financial Position, Statement of Receipt & Payment, Cash Flow statements as required to reduce the time spent compiling, reconciling and consolidation
- vi. Ability to analyze outstanding receivables and payables and classify them into various buckets as per number of days, considering payment terms and other pre-defined conditions on Oracle EBS modules
- vii. Implement analytical reports and dashboards that reviews intra-period financial information before books are closed
- viii. Ability for ad hoc queries

### **Key Procurement & Spend Analytics Requirements**

Implement Oracle procurement and spend analytics to be able to obtain the following objectives.

- i. Integrate supplier and product data from source Oracle EBS system to provide business users with complete view of procurement cycle.
- ii. Comprehensive visibility into every aspect of procurement, including material procurement, supplier performance and spend
- iii. Provide timely direct and indirect spending data to all departments in order to reduce the time spent compiling, reconciling and consolidation
- iv. Ability to drill down to transactional level data to understand factors driving supplier performance, procurement costs and identifying cost savings across business units, regions, products or services.
- v. Optimizing cash flows through detailed account payables and procurement analysis and improving performance by identifying worst and best performing suppliers in terms of schedule adherence or pricing consistencies
- vi. System should be able to create visibility to spending patterns for both direct and indirect spends, enabling users to identify and realize cost saving opportunities
- vii. System should provide visibility necessary to monitor and optimize procurement effectiveness on continual basis to identify bottlenecks and take proactive and corrective actions to minimize impact. E.g. Tracking unprocessed and unfulfilled requisition or monitoring PO input ratios.
- viii. Implement analytical reports and dashboards reporting processes that streamline procurement and better control material and component costs

- ix. Implement analytical reports and dashboards for contract usage and compliance

**Language Support**

The business intelligence solution is expected to support English format of data entry, reporting and system interface.

**Post Go-Live BI Support**

The following scope of support should be part of the main Service Level Agreement (SLA) of this contact.

- i. Details of technical support
- ii. There should be at least 3 layers of support:
  - a. Physical attendance onsite of a consultant /technician (within 14 hours).
  - b. Phone support (available 24 hours).
  - c. Email Support (response within 6-8 hours).
- iii. In case of the system failing and "going down", immediate action would be required.
- iv. Any updates of the system should be included within the maintenance costs.
- v. There will be a maximum of 6 months to implement the solution.
- vi. Identify an escalation action and mechanism.

**Duration**

Implementation of the solution is expected to take 6 (six) months and 30 (thirty) months of support.

**Deliverables and Payments**

This component will be milestone based and payment will be made as per the schedule below.

<b>Milestones</b>	<b>Utilize AGILE methodology as preferred project methodology</b>	<b>Payment Milestone</b>
1	Completion of Requirement Gathering for custom reports for each module	10%
2	Design of the solution	15%
3	Installation and Configuration of BIAPPS for Finance and Procurement Analysis	15%
4	Users Acceptance Test sign off	25%
5	IFMIS Super Users (25) Training	15%
6	Go Live (System in use on live data) – Sign Off	20%
7.	Post Go Live Support include in the main support contract for period of 30 (thirty) months.	



## Other Information

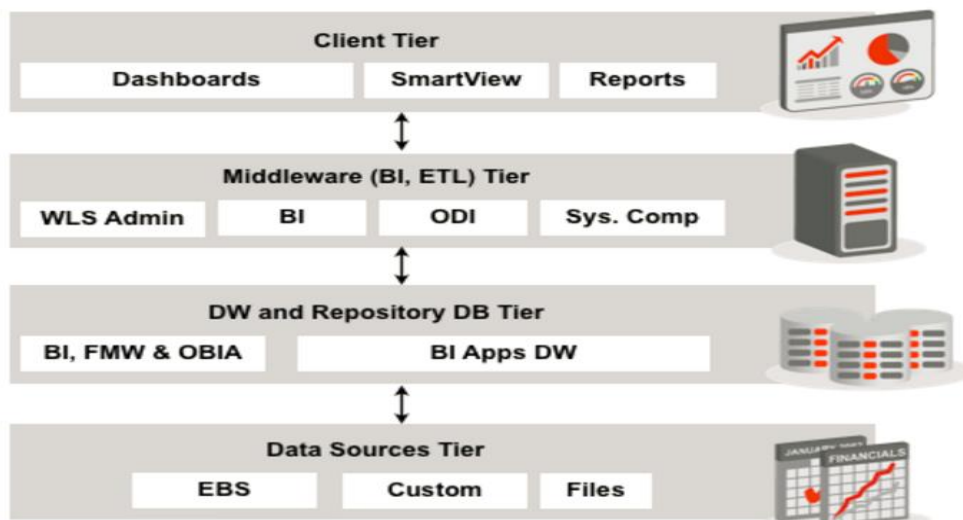
### Software and Hardware Details

The National Treasury has selected the following preferred tools/components for the proposed Data Warehouse & Business Intelligence implementation. The Software licenses and Hardware will be provided by The National Treasury.

Hardware and Instance Details						
Number of Nodes	Components/Services	OS & Version	CPU Make	Number of Cores	RAM GB	Disk Space
Production – 1	1) BI Server 2) Presentation Server 3) Oracle Data Integrator	Oracle Solaris	SPARC or M7	16	128	500 GB
Production – 2	4) BI Data warehouse Database	Oracle Linux	SPARC or M7	16	128	3 TB
Development – 1	1) BI Server 2) Presentation Server 3) BI Datawarehouse Database 4) Oracle Data Integrator	Oracle Solaris	SPARC or M7	16	128	3 TB

### Deployment Model

The National Treasury recommends the deployment model depicted in the diagram below.



## **Duties & Obligations of the Contractor and the National Treasury**

### **Duties and Obligation of the Contractor**

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

#### **Project Manager**

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

#### **Oracle EBS Financial, Purchasing Functional Consultant**

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

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

### **Oracle EBS Technical Consultant**

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

- vi. New or existing development of customizations – workflow, procedure, SQL, PL/SQL
- vii. Implement and maintain the integrations between Oracle and other Applications. Support and improve on the encryption and decryption facility between Central Bank of Kenya and IFMIS. In the financial year 2018/2019 expected to develop, implement and support a new solution for encryption and decryption.
- viii. Provide user training and documentation to super users and technical team on new and existing customizations (how to use)
- ix. Troubleshoot errors / issues thrown by the technical stack of Oracle eBusiness
- x. Knowledge Transfer to The National Treasury Super Users and Technical Team through sharing of documentation and on-site training.

### **Oracle EBS Application DBA/Database DBA**

- i. Develop automatic tape backup policy and procedure, documented and ensure its implementation.
- ii. Testing the tape backup on a quarterly basis to ensure that it can be restored and validate/print the results
- iii. Troubleshooting the Database, Database recovery and other Oracle Software Installations fixes.
- iv. User Support and Application of Oracle Software Patches, upgrades, application and database migrations and workarounds
- v. Knowledge Transfer and Training to The National Treasury IT Staff through sharing of documentation in the relevant areas within the contract period for Apps DBA related activities.
- vi. Documentation of Backup Procedures, Access Management & Patch Management.
- vii. Documentation of Application & Database Configurations.
- viii. Oracle EBS Apps DBA Health Check
- ix. Quarterly system review and advice on performance tuning and file system management
- x. Apps DBA will provide detailed quarterly review reports on performance tuning and file system management
- xi. Maintaining availability and integrity of Oracle 11g Database
- xii. Performance Monitoring, tuning and sizing of Oracle Database.
- xiii. Implementing database security measures
- xiv. Implementing back up procedures and replication across sites
- xv. Support of Oracle RAC (Real Application Cluster) on active-active nodes and active-passive (standby) nodes.
- xvi. Support of Oracle data guard for synching of both primary and disaster recovery sites
- xvii. Installation, Configurations and Support of any Oracle software tools required to monitor the performance of the database and the application as requested e.g. Oracle Enterprise Manager, Oracle Tuning Packs
- xviii. Performing of upgrades on development/testing environment before deploying on the production environment.

- xix. Ensure Table space optimization – Adding table spaces/segment extending and associated services
- xx. Routine DBA tasks like running certain health checks to ensure that the speed of the system is optimal.
- xxi. In the event of a failure to Production environment restoring the Production from the last available backup and incremental archive logs to bring it to the nearest possible working state Data loss will be restricted to entries lost in redo logs
- xxii. Ensuring duplexing of Archive Logs to create Archive log redundancy
- xxiii. Ensuring backup of Archive Logs
- xxiv. Cloning of Production into a Test or Development instance
- xxv. Following up with Oracle online support service request to ensure that work gets accomplished based on our request
- xxvi. Participation in Disaster Recovery Planning exercise that will be held at least twice yearly for the system

### **Oracle Hyperion Planning & Budgeting Functional Consultant**

- i. Comprehensive understanding of Financial Accounting, Financial Planning and Budgeting.
- ii. Effective in building complete Hyperion Planning solutions including metadata, rules, Financial Reports, Web forms, Smartview and security
- iii. Successfully execute tasks related to system requirements, design, build, and implementation
- iv. Gather business requirements and turn into practical planning and budgeting solutions
- v. Create necessary project documentation based on The National Treasury design sessions
- vi. Good working knowledge of data collection tools such as ODI and FDM
- vii. Write and maintain clear, concise functional and technical specifications on planning applications and business system processes
- viii. Troubleshooting and optimization of planning applications
- ix. Data loads using application desktop interface
- x. Support application setup and configuration.
- xi. Testing & Training to super users of any new, modified or existing setup or configuration.
- xii. Interact with IFMIS business process owners at The National Treasury.
- xiii. Advise The National Treasury on best practices in planning and building planning applications for business rules, loading data to set up planning scenarios.
- xiv. Participate in systems analysis and design, includes identifying and documenting the planning process and functional specifications for building planning and budgeting (EPM 11.1.2.x) applications.
- xv. Consult and advise on building rules and making functional changes to applications in the planning processes

- xvi. Conducting diagnosis and planning activities related to the financial consolidations process
- xvii. Leveraging content knowledge and past experiences to architect an optimal consolidations solution incorporating industry best practices in the following areas:
- xviii. Planning process (Future State definition)
- xix. Cash Flow Statement automation
- xx. Process Management and Audit Controls)
- xxi. Data Integration (FDMEE, EBS)
- xxii. Reporting (Standard Reports, Ad-hoc reporting, SEC Reporting)
- xxiii. Develop and execute System, Integration, and User Acceptance testing plans and conduct fixes
- xxiv. Designing and conducting business solution testing and deployment plans
- xxv. Support the deployment of the solution to overall user community
- xxvi. Support the definition of structural and cultural changes required to reach the goal; sequencing those changes

#### **Oracle Hyperion Planning and Budgeting Technical Consultant**

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

#### **Duties and Obligation of the National Treasury**

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

## Appendices

### Appendix 1: Cash Management Customization Information

Front-end Objects	Count
Forms (Custom)	17
Interfaces	3
Payment Process Request	1
Reports	10
Workflows	15
<b>TOTAL</b>	<b>48</b>

Back-end Database Objects	Count
FUNCTION	6
INDEX	24
MATERIALIZED VIEW	2
PACKAGE	1
PACKAGE BODY	1
PROCEDURE	34
SEQUENCE	35
SYNONYM	19
TABLE	58
TRIGGER	3
VIEW	12
<b>TOTAL</b>	<b>195</b>

Note: Counts may increase in future. Detailed solution documentation will be provided after signing the support contract.

### Appendix 2: IFMIS Integrations

S.No	System	Process Description
1	<b>KRA iTax System</b>	Revenue Collection (various services)
2	<b>CBK Banking System</b>	Revenue Collection and Payment
3	<b>Pension Management System</b>	Employee Benefits Management and payment
4	<b>Group Personal Accident Self-Insurance Management core System (SIMCO)</b>	Processing and payment of claims
5	<b>Commonwealth Secretariat Debt Recording and management System</b>	Public Debt management

S.No	System	Process Description
6	Electronic project management information system(e-promis)	Management of donor funds and expenditure on donor projects
7	IPPD/GHRIS	Payroll Processing
8	Parastatals ERP System	Procurement of goods and services
		Payment of goods and services
9	e-Citizen Portal	Citizen to Government payments
10	Country Revenue Accounting /Taxation Management Solutions	Tax Revenue Collection
11	Oracle Hyperion and EBS Integration	Budgeting and Financial integration
12	Any Other Integration	

Note: Details integration documentation will be provided after signing the support contract. The support scope for above integrations is limited to IFMIS modules and SOA and Core Database products.

### Appendix 3: Service Level Agreements (SLA) Guidelines

The bidder should include comprehensive draft service level agreement for this assignment and consider all requirements in this section.

- Include comprehensive scope of service as per requirements of this assignment.
- Call escalation matrix details up to management level must be provided including email and mobile number.
- Service monitoring and measurement methods must be explained.
- It will be the service provider's endeavor to provide the required assistance in the shortest possible time. However, for the purpose of setting expectations, Service response and resolution time proposed as below.

Problem Severity & Impact	Description	First Response Time	Resolution by	Definition of Severity
Severity 1	Showstopper, not able to continue business	2 Business hours	4 business hours (Should be within 24hrs of reporting)	Major System or Component Failure Malfunction with critical impact on Client's ability to operate entire business processes & production. No work-around or manual process available. The problem must be resolved immediately.
Very high (Showstopper)				
Severity 2	Technical defect, bug,	2 Business	6 business	Minor System or Component Failure



<b>High</b>	error impacting business, but business can continue with minimal work around	hours	hours (within 2 days of reporting, including holidays)	Malfunction causing impact on Client's ability to operate significant business processes or production. No work-around or manual process available.
<b>Severity 3</b>	Technical defect, bug, error not impacting business, as work around is available for the same	1 working day	Within 5 working days of reporting	Component Failure Malfunction not causing impact on Client's ability to operate significant business processes or production. Work-around or manual processes are available.
<b>Medium</b>				
<b>Severity 4</b>	Cosmetic	2 working days	As agreed between The National Treasury & the service provider	Cosmetic/ Component Failure Malfunction causing virtually no impact on Client's ability to operate significant business processes or production. Work-around or manual processes are available.
<b>Low</b>				

e) The final SLA will be agreed and signed during Inception stage.

## Evaluation Criteria

PROVISION OF SUPPORT SERVICES FOR IFMIS APPLICATIONS		
<i>Evaluation Rating Criteria</i>		
<b>I</b>	<b>Specific Understanding and experience of the Consulting Firm in relation to the assignment –Bidders should note that no marks shall be awarded for citations without a reference letter from the client.</b>	<b>40</b>
1.	At least one customer reference site where the bidder has <b>implemented Oracle Hyperion Planning &amp; Budgeting</b> . Details must include but not limited to the following: - <ul style="list-style-type: none"> <li>- Full descriptions of the environment and the nature of the scope of 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	2
2.	At least two customer reference sites where the bidder has <b>implemented Oracle Financials</b> (Enterprise Business Suite R11/12). Details must include but not limited to the following: - <ul style="list-style-type: none"> <li>- Full descriptions of the environment and the nature of the scope of 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	2
3.	At least two customer reference sites where the bidder has <b>implemented Oracle Purchasing, e-Procurement and Advanced Procurement Analytics</b> . Details must include but not limited to the following: - <ul style="list-style-type: none"> <li>- Full descriptions of the environment and the nature of the scope of 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	2
4.	At least two customer reference sites where the bidder has <b>implemented Oracle Business Intelligence</b> solution. Details must include but not limited to the following: - <ul style="list-style-type: none"> <li>- Full descriptions of the environment and the nature of the scope of 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> </ul>	4

	<ul style="list-style-type: none"> <li>- Physical location, Postal address, Telephone contacts and e-mail address of the organization</li> <li>- Recommendation letter from the client or certificate of completion for the specific product and services</li> </ul>	
5.	<p>At least two customer reference sites where the bidder has <b>implemented Oracle SOA Suite</b> solution. 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 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	2
6.	<p>At least two customer reference sites where the bidder has <b>supported Oracle Hyperion Planning &amp; Budgeting</b>. 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 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	4
7.	<p>At least two customer reference sites where the bidder has <b>supported Oracle Financials</b> (Enterprise Business Suite R11/12). 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 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	4
8.	<p>At least two customer reference sites where the bidder has <b>supported Oracle Purchasing, e-Procurement and Advanced Procurement Analytics</b>. 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 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	4

9.	<p>At least two customer reference sites where the bidder has <b>supported Oracle Business Intelligence</b> solution. 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 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	2
10.	<p>At least two customer reference sites where the bidder has <b>supported Oracle SOA Suite</b> solution. 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 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	2
11.	<p>At least two customer reference sites where the bidder has <b>implemented</b> (installation and configuration) <b>Oracle Database 11g/12c</b> on Sun Solaris high availability and disaster recovery environment. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> <li>- Full descriptions of the environment and the nature of the scope of 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	2
12.	<p>At least two customer reference sites where the bidder has <b>supported</b> (administration and tuning) <b>Oracle Database 11g/12c</b> on Sun Solaris high availability and disaster recovery environment. Details must include but not limited to the following: -</p> <ul style="list-style-type: none"> <li>- Full descriptions of the environment and the nature of the scope of 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> </ul> <p>Recommendation letter from the client or certificate of completion for the specific product and services</p>	4
13.	<p>At least two customer reference where the bidder has <b>implemented</b> (installed and configured) <b>Oracle Database 11g/12c and Oracle EBS R11/12</b>, including customizations, on Sun Solaris environment. Details must include but not limited to the following: -</p>	2

	<ul style="list-style-type: none"> <li>- Full descriptions of the environment and the nature of the scope of 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	
14.	<p>At least two customer reference where the bidder has <b>supported</b> (administration and tuning) <b>Oracle Database 11g/12c and Oracle EBS R11/12</b>, including customizations, on Sun Solaris environment. 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 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	2
15.	<p>At least two customer reference sites where the bidder has <b>implemented and supported</b> Sun Solaris Operating system (version 10.0 and above), Oracle Application Cluster (RAC), Active Data Guard, Weblogic, Partitioning and Diagnostics. Details must include but not limited to the following:</p> <ul style="list-style-type: none"> <li>- Full descriptions of the environment and the nature of the scope of 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 letter from the client or certificate of completion for the specific product and services</li> </ul>	2
<b>II</b>	<b>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</b>	<b>20</b>
16.	<b>Adequacy of the Proposed Approach and Methodology</b>	
	a) Understanding of the IFMIS application environment and the overall objective of the assignment.	
	b) A detailed description of the system implementation approach you will use for BI solution implementation.	10
	c) A detailed description of the approach you will use for supporting the business applications and the related technologies. Clearly demonstrating how functional, technical and database support shall be provided.	
	d) A description of your approach to continuous knowledge transfer to users of the system over the duration of the contract. Your approach should include;-	

	<p>i. Annual offsite training for at least ten (10) officers; and</p> <p>ii. On-the job training</p>	
	e) A detailed description of the methodology you will adopt to support your approach to the assignment demonstrating the link between the methodology and your approach and project delivery capability.	
17.	<b>Adequacy of the Proposed Work plan</b>	
	a) Outlining of the key activities and their duration.	5
	b) Alignment of the proposed work plan with the proposed approach and methodology.	
18.	<b>Adequacy of the Proposed Team Structure</b>	
	a) Team organization structure for delivering assignment.	5
	b) Roles and responsibilities for key team members and matching of team members to the proposed work plan.	
	c) Proposed corresponding structure for client team and their roles and responsibilities.	
<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) Bidders must provide copies of certifications and CVs for the proposed resources and the CV must clearly demonstrate required experience. CVs MUST be signed by the proposed Consultants. For the purpose of evaluation, Bidders are also required to indicate the specific Consultants proposed for the various roles as required below.</i>	<b>40</b>
19.	Project Manager (Oracle EBS Financial Functional Consultant) - <i>(at least one)</i> Qualification & Experience Rating <ul style="list-style-type: none"> <li>• Master's Degree in Information Technology / Computer Science, Finance, Commerce or Accounting</li> <li>• 5 consecutive years' experience in IT project management</li> <li>• 8 to 10 Years' experience of Oracle EBS Implementation &amp; Support Project Management</li> <li>• At least 2 Oracle EBS R12.x Financial projects experience in financial management</li> <li>• At least one Oracle certification related to the assignments</li> <li>• At least one professional qualification in project management e.g. PMP/Prince2 Certified</li> <li>• Experience in Public Financial Management</li> </ul>	4
20.	Oracle Hyperion Functional Consultant - <i>(at least two)</i> Qualification & Experience Rating <ul style="list-style-type: none"> <li>• At least a Bachelor's Degree in Finance/Commerce/ Accounting</li> </ul>	4

	<ul style="list-style-type: none"> <li>• Certification in Oracle Hyperion Planning Implementation</li> <li>• At least 5 Years' Experience of Implementation and Support on Oracle Hyperion</li> <li>• At least 2 Oracle Hyperion projects experience in public financial management</li> </ul>	
21.	<p>Oracle EBS Functional Financial Consultant - <i>(at least two)</i></p> <p>Qualification &amp; Experience Rating</p> <ul style="list-style-type: none"> <li>• At least a Bachelor's Degree in Finance/Commerce/ Accounting</li> <li>• At least three certification in any of the E-Business modules</li> <li>• At least 5 Years' Experience of Implementation and Support on Oracle EBS Financial</li> <li>• At least 2 Oracle EBS Financial projects experience in public financial management</li> <li>• Oracle EBS R12.x General Ledger Essentials</li> <li>• Oracle EBS R12.x Payables Essentials</li> <li>• Oracle EBS R12.x Receivables Essentials</li> <li>• Experience in Public Financial Management</li> </ul>	4
22.	<p>Oracle Supply Chain Management Functional Consultant - <i>(at least two)</i></p> <p>Qualification &amp; Experience Rating</p> <ul style="list-style-type: none"> <li>• At least a Bachelor's Degree in Information Technology / Computer Science/Finance/Procurement</li> <li>• Professional Qualification in supply chain management</li> <li>• At least 5 Years' Experience of consecutive Implementation and Support on Oracle EBS Procurement &amp; Advance Procurement modules</li> <li>• At least 2 Oracle EBS projects experience in public sector on Advanced Procurement modules</li> <li>• Oracle EBS R12.x Purchasing Essentials</li> <li>• Oracle EBS R12.x Advanced Supply Chain Planning</li> <li>• Oracle EBS R12.x Inventory Essentials</li> </ul>	4
23.	<p>Technical Consultant EBS -<i>(at least two)</i></p> <p>Qualification &amp; Experience Rating</p> <ul style="list-style-type: none"> <li>• At least a Bachelor's Degree Technology / Computer Science or Finance/Commerce/ Accounting</li> <li>• At least one technical certification for EBS implementation</li> <li>• At least 5 Years' Experience of Implementation and Support on Oracle EBS Financial</li> <li>• At least 1 Oracle EBS Financials projects experience in public sector</li> </ul>	3
24.	<p>Technical Consultant Hyperion-<i>(at least two)</i></p> <ul style="list-style-type: none"> <li>• At least a Bachelor's Degree Technology / Computer Science or Finance/Commerce/ Accounting</li> <li>• Certification for Hyperion Planning implementation</li> <li>• Certification in Hyperion Applications Administrator</li> <li>• Should have knowledge in Hyperion EssBase developer</li> <li>• Should have knowledge in Hyperion Financial Reporting</li> <li>• At least 5 Years' Experience of Implementation and Support on Oracle Hyperion</li> <li>• At least 1 Oracle Hyperion Financial project experience in public sector</li> </ul>	3

25.	<p>Database Administrators - <i>(at least two)</i></p> <p>Qualification &amp; Experience Rating</p> <ul style="list-style-type: none"> <li>• At least a Bachelor’s Degree in Information Technology / Computer Science</li> <li>• DBA certification – Oracle Certified Professional (OCP)</li> <li>• At least 5 years of APPSDBA and Database DBA on Oracle EBS-SPARC Platform</li> </ul>	4
26.	<p>System Administrators (Operating system) -<i>(at least two)</i></p> <p>Qualification &amp; Experience Rating</p> <ul style="list-style-type: none"> <li>• At least a Bachelor’s Degree Information Technology / Computer Science</li> <li>• At least one on Solaris system administrator</li> <li>• At least 5 years’ experience of Solaris system administration</li> </ul>	4
27.	<p>Oracle SOA Implementation Specialist - <i>(at least two)</i></p> <p>Qualification &amp; Experience Rating</p> <ul style="list-style-type: none"> <li>• At least a Bachelor’s Degree in Information Technology / Computer Science/Finance/Procurement</li> <li>• At least 5 Years’ experience of consecutive Implementation and Support on Oracle SOA</li> <li>• At least 2 Oracle SOA Suite projects experience</li> <li>• Oracle SOA Essentials Certification (At least 11g)</li> <li>• Oracle SOA Suite Certified Implementation Specialist (At least 11g)</li> </ul>	3
28.	<p><b>Oracle Business Intelligence Consultants</b></p> <p><i>a) Business Analyst (at least one)</i></p> <ul style="list-style-type: none"> <li>✓ At least 5 years of relevance experience of Oracle Financials</li> <li>✓ Skill set <ul style="list-style-type: none"> <li>○ Professional Qualification in supplies or accounting</li> <li>○ Should have functional knowledge of Oracle Finance and Procurement cycle ERP.</li> <li>○ Should have worked on 2 Oracle BIAPPS project</li> </ul> </li> </ul> <p><i>b) Solution Architect (at least one)</i></p> <ul style="list-style-type: none"> <li>✓ At least 5 years of relevance experience of Oracle BI</li> <li>✓ Skill Set <ul style="list-style-type: none"> <li>○ Should have knowledge of building complex data warehouse.</li> <li>○ Should have lead 2 BIAPPS projects in the past.</li> </ul> </li> </ul> <p><i>c) BI Developer (at least one)</i></p> <ul style="list-style-type: none"> <li>✓ At least 5 years of relevance experience of Oracle BI</li> <li>✓ Skill set <ul style="list-style-type: none"> <li>○ Should have functional knowledge of Oracle Finance and Procurement cycle ERP.</li> <li>○ Should have worked on 2 Oracle BIAPPS project</li> <li>○ Should have knowledge of Oracle BI</li> <li>○ Should have knowledge of Oracle Data Modelling</li> <li>○ Should have knowledge of Report building</li> <li>○ Should have worked on 2 Oracle BIAPPS Project</li> </ul> </li> </ul> <p><i>d) ETL Developer (at least one)</i></p> <ul style="list-style-type: none"> <li>✓ At least 5 years of relevance experience of Oracle BI</li> <li>✓ Skill set</li> </ul>	4



	<ul style="list-style-type: none"> <li>○ Professional Qualification in supplies or accounting</li> <li>○ Should have functional knowledge of Oracle Finance and Procurement cycle ERP.</li> <li>○ Should have worked on 2 Oracle BIAPPS project</li> </ul>	
29.	<p>Sun Microsystems hardware and Sun Solaris 10 operating system expert <i>-(at least two)</i></p> <ul style="list-style-type: none"> <li>● Degree or a Diploma in IT</li> <li>● 3 consecutive years' experience in related field</li> <li>● Certification on Sun Microsystems hardware M-series servers</li> </ul>	2
30.	<p>Demonstrate skill resource pool capabilities matrix to ensure that if need be replacement of resources is done within the shortest time possible for mentioned Oracle software Section into Scope of assignment chapter.</p>	1
<b>TOTAL</b>		<b>100</b>

**Notes:**

1. The pass mark for Technical score to be 70%
2. Bidders should note that it might be necessary to conduct site visit of the referenced client sites.
3. Bidders should note that the National Treasury may require to interview proposed key resources.
4. Bidders **MUST** provide copies of certificates for proposed staff, as per the requirements schedule.
5. Bidders proposing consortiums, joint ventures or teaming agreements should clearly describe the responsibility and area of support of each party in the assignment and each party shall be recognized in the contract together with their responsibilities. Any changes in the teaming arrangements during the execution of the arrangement must be approved by the National Treasury.
6. Bidders proposing consortiums, joint ventures or teaming agreements should note that the reference sites and Consultants CVs provided should be in line with the proposed area of support per partner (as required in Note 5 above). Reference sites and CVs that are not aligned with the partners' proposed responsibilities will not be considered.
7. If for any reason a successful bidder need to replace any consultant, bidder must maintain consultant requirement criteria and such changes shall be evaluated and approved by the National treasury.

## 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

The Bidder must itemize all charges for individually identifiable components of the provision of IFMIS Application support and improvement services.

S/N	Description	Unit of Measurement	Qty	Unit Price	Total KES
1	Onsite support Cost as per schedule of requirement/module	Month	36		
2	BI Re-Implementation Cost (6 Months)	Milestones	-		
3	BI Comprehensive Support Cost (30 months support)	Month	30		
4	SOA Comprehensive onsite Support Cost	Month	36		
	<b>TOTAL KES</b>				

Kindly include a detailed priced schedule for above each item (per resource).

### **Payment Terms and Condition**

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

### **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 border="0"> <tr> <td><i>Name</i></td> <td><i>Nationality</i></td> <td><i>Citizenship Details</i></td> <td><i>Shares</i></td> </tr> <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> </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:-																								
	<table border="0"> <tr> <td><i>Name</i></td> <td><i>Nationality</i></td> <td><i>Citizenship Details</i></td> <td><i>Shares</i></td> </tr> <tr> <td>1. 1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	1. 1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....	5. ....	.....	.....	.....
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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...

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary