



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

TENDER

FOR

**PROCUREMENT OF SERVERS AND
ASSOCIATED HARDWARE FOR RE-
ENGINEERED PENSIONS
MANAGEMENT INFORMATION
SYSTEMS (PMIS)**

TENDER NO. TNT/001/2018 - 2019

CLOSING DATE: TUESDAY 31ST JULY, 2018 AT 10.00 A.M.

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**REPUBLIC OF KENYA
THE NATIONAL TREASURY & PLANNING**

**INVITATION TO TENDER
PROCUREMENT OF SERVERS AND ASSOCIATED HARDWARE FOR
RE-ENGINEERED PENSIONS MANAGEMENT INFORMATION
SYSTEMS (PMIS)
TENDER NO: TNT/001/2018 – 2019**

The National Treasury invites sealed tenders from eligible candidates for the procurement of servers and associated hardware for re-engineered Pensions Management Information Systems (PMIS).

Tenders must be accompanied by a **Bid Security of Kshs. 500,000.00 from a reputable financial institution** valid for an additional 30 days beyond the Tender validity period.

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

Completed tender documents enclosed in plain sealed envelope, marked with the tender number shall be addressed to:-

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

and be deposited in the tender box provided at the Treasury Building, 6th Floor, Harambee Avenue, Nairobi, so as to be received on or before **Tuesday 31st July, 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, 6th Floor Conference Room No. 603 on Tuesday 31st July, 2018 at 10.30 a.m.**

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

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

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

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

2.4 Clarification of Documents

- 2.4.1 A prospective candidate making inquiries of the tender documents may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”
- 2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.2 At any time prior to the deadline for submission of tenders, the Procuring entity for any reason, whether at its own initiative or in response to a clarification requested by the prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

2.13 Validity of Tenders

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

2.14 Format and Signing of Tender

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

- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **Tuesday 31st July, 2018 at 10.00 AM 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 **Tuesday 31st July, 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 **Tuesday 31st July, 2018 at 10.30 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>The Head Supply Chain Management Services, The National Treasury, PO Box 30007 – 00100, Nairobi, Kenya</p>
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The prices shall be FIXED
	Alternative Tenders to the requirements of the Tender documents will Not be permitted
2.10.1	Prices shall be quoted in Kenya Shillings
2.11.2	<p>Specify the evidence and information required.</p> <ul style="list-style-type: none"> • Tenderers must attach copies of certificate of Incorporation/Registration • Valid Tax Compliance Certificate
2.12.2	The Tender Security shall be; Kshs. 400,000.00 from a reputable financial institution valid for 150 days from the tender opening date.
2.13.1	The Tender validity period shall be 120 days.
2.14.1	The number of copies of the Tender to be completed and returned shall be: One (1) original and three (3) copies.
2.16.1	<p>Tender shall be submitted to</p> <p>The Head Supply Chain Management, The National Treasury, PO Box 30007 – 00100, Nairobi, Kenya</p> <p>The deadline for bid submission is: Date: Tuesday 31st July, 2018 Time: 10.00am local time</p>
2.18.1	<p>The Tender opening shall take place at:</p> <p>The National Treasury, Treasury Building, 6th floor, Conference Room.</p> <p>Date: Tuesday 31st July, 2018 Time: 10.30 am local time.</p>

2.20.1	<p>The Preliminary evaluation shall be mandatory:</p> <p>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.</p> <p>Bidders must submit the following documents;</p> <ol style="list-style-type: none"> 1. Certificate of Incorporation or Certificate of Registration 2. Valid current Tax compliance certificate 3. Duly filled, signed and stamped confidential business questionnaire 4. Duly filled and signed form of tender 5. Oracle partnership certificate 6. Manufacturer’s Authorization Form (MAF) <p><i>AT THIS STAGE, THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</i></p>												
2.22.1	<p>Evaluation and Comparison of Tenders (Technical Evaluation)</p> <ul style="list-style-type: none"> • 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. • The pass mark for Technical score to be 70%; • Any bidder who scores 70% and above shall be considered for financial evaluation. • The following will be the detailed technical evaluation; <table border="1" data-bbox="358 1188 1502 1883"> <thead> <tr> <th data-bbox="358 1188 560 1262">Evaluation Criterion</th> <th data-bbox="560 1188 995 1262">Description</th> <th data-bbox="995 1188 1105 1262">Points</th> <th data-bbox="1105 1188 1502 1262">Evaluation Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="358 1262 560 1738">Capability of Organization</td> <td data-bbox="560 1262 995 1738">Demonstrable Experience in Designing, Implementing, Migrating, Upgrading, Integrating, and Supporting Oracle Forms / Reports Applications References and Experience at least three reference sites and recommendation letters or certificates of completion</td> <td data-bbox="995 1262 1105 1738">5</td> <td data-bbox="1105 1262 1502 1738">5 or more years’ Experience 4 to 5 years’ Experience 1 to 4 years’ Experience < 5 Years Areas of projects design, development & implementation Number of site references Involvement in similar project where data migration was task component</td> </tr> <tr> <td data-bbox="358 1738 560 1883"></td> <td data-bbox="560 1738 995 1883">Demonstrable Experience in Implementing and Supporting Pensions Systems with similar complexity and size.</td> <td data-bbox="995 1738 1105 1883">10</td> <td data-bbox="1105 1738 1502 1883">2 or more implementations in the Public Sector 1 or more implementations in the Public Sector</td> </tr> </tbody> </table>	Evaluation Criterion	Description	Points	Evaluation Points	Capability of Organization	Demonstrable Experience in Designing, Implementing, Migrating, Upgrading, Integrating, and Supporting Oracle Forms / Reports Applications References and Experience at least three reference sites and recommendation letters or certificates of completion	5	5 or more years’ Experience 4 to 5 years’ Experience 1 to 4 years’ Experience < 5 Years Areas of projects design, development & implementation Number of site references Involvement in similar project where data migration was task component		Demonstrable Experience in Implementing and Supporting Pensions Systems with similar complexity and size.	10	2 or more implementations in the Public Sector 1 or more implementations in the Public Sector
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		Understanding of Pension infrastructure environment and the overall objective of the assignment		100,000 Members or more members s 50,000 to 100,000 Members 25,000 to 50,000 Members
Approach to the Project		Understanding of the Scope of Work. Bidder must demonstrate a thorough understanding of the requirements and scope of work	10	Demonstrate clearly the scope of work and thorough understanding of the project scope.
		Expert Knowledge and Experienced Resources. Please provide a detailed Curriculum Vitae and Certificates	10	2 or more Oracle Advanced PL/SQL Developer Certified Professionals 1 or more Oracle Advanced PL/SQL Developer Certified Professionals
			10	2 or more Oracle Database Certified Implementation Specialist – 10 Points 1 or more Oracle Database Certified Implementation Specialist – 5 Points
		Management, Methodology, and Plan Adequacy of the Proposed Work plan Outlining of the key activities and their duration.	10	Project Management Points Implementation , work plan, Methodology Support & Maintenance during & after project commissioning
		Training, Testing and migration pan for the system & data plan/methodology, timelines A detailed description of the implementation approach you will use for deployment of there-engineered system in both the primary and secondary sites. Detailed Migration Plan	5	
		Licensing method & breakdown of costing in financials	5	
		A detailed approach and technologies to deploy for system	5	

		interoperability/integration with other key government IT systems.		
		Technical specification	30	Response to technical specifications
		Totals	100	
2.24.1	Post – qualification shall “be undertaken” YES			
2.24.3	Award Criteria: Bidder who scores 70% and above in the detailed technical evaluation and has the lowest bid price.			
2.29.1	Particulars of performance security if applicable.- 10% of the contract sum from a reputable financial institution			

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: 10% of the contract sum from a reputable financial institution
3.8	Payments will be as follows; On delivery, installation and acceptance by the client Support and maintenance will be paid on quarterly basis.
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes: Arbitration
3.17	Specify applicable law. Laws of Kenya
3.18	Notices shall be addressed and delivered to: The Principal Secretary The National Treasury Treasury Building, Harambee Avenue P.O. Box 30007 – 00100 Nairobi

Contract is for a period of 3 years

SECTION V – SCHEDULE OF REQUIREMENTS

The National Treasury would like to procure Pensions Management Information System (PMIS) software re-design, development & implementation and data migration from current PMIS to the re-engineered PMIS

SECTION VI – DESCRIPTION OF SERVICES

SPECIFICATIONS FOR PENSIONS MANAGEMENT INFORMATION SYSTEM (PMIS) SOFTWARE RE-DESIGN, DEVELOPMENT & IMPLEMENTATION AND DATA MIGRATION FROM CURRENT PMIS TO THE RE-ENGINEERED PMIS

Introduction

The National Treasury's Pensions Department is running a Pension Management Information System (PMIS). The system's database and application are implemented on Oracle 10g product. The PMIS development and production environments include the following components;

- Oracle Application Server 10g – used for publishing the PMIS on intranet.
- Oracle Developer Suite 10g – used for developing forms and reports.
- Oracle Portal – used for single sign-on and publishing discoverer reports.
- Oracle Database 10g – used as data repository.
- Sun Hardware – M8000 servers and Storage Tek ST6540 data storage.

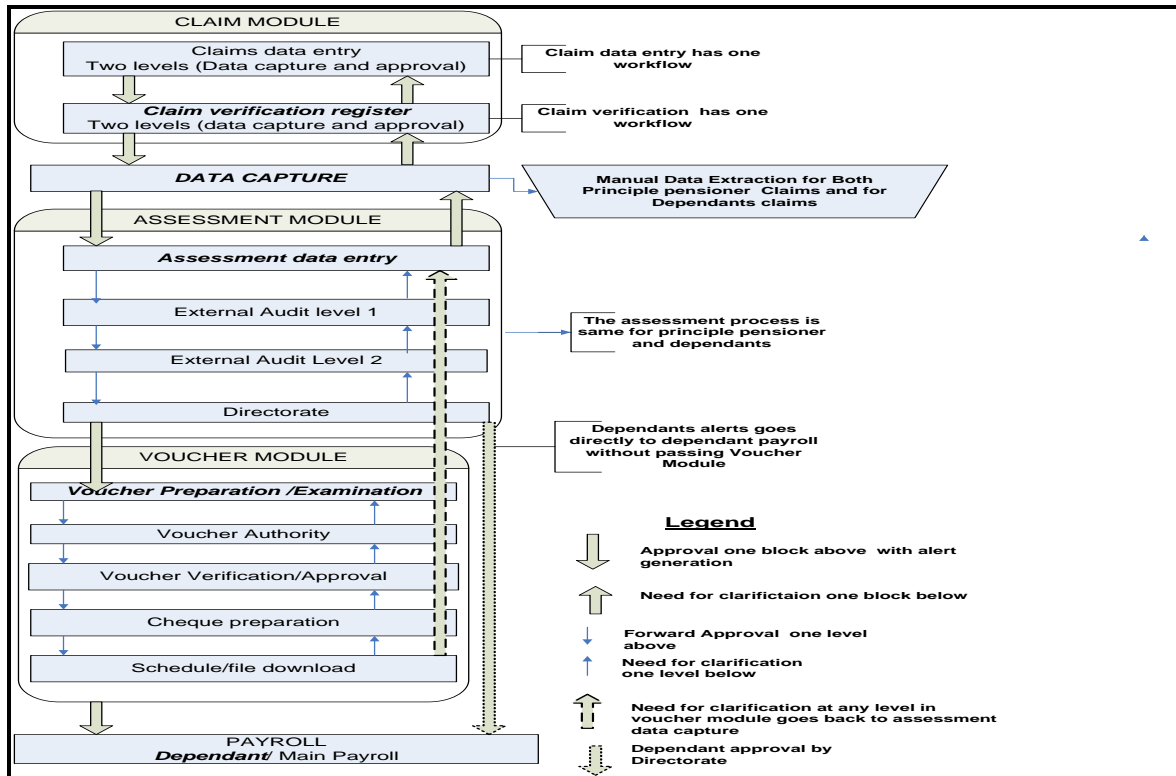
The Oracle Application Server 10g, Developer Suite 10g and Database 10g used to develop and implement the current PMIS is outdated. The current system workflow has not been updated or revised since 2008/2009.

The workflow is missing many logical and functional process and needs upgrading. In view of the above, the Department is seeking a suitable and competent firm(s) that will;

1. Upgrade and Re-Engineer the existing Oracle based PMIS
2. A customized solution based on the Pension's business Processes and work flows
3. Provide licensing criteria for system access and yearly license cost.
4. Installation, configuration, training and commissioning on the Pension Management system

Background

The current PMIS was implemented in 2008 and consist of the below workflow which lacks essential and critical business processes logics.



The re-engineered system will use the Strategic Plan 2018 as its framework. It is a key reference document and will be used by the consultant during the response to the request for proposal. It will also be relied heavily by the separated consultant during the execution of the contract. Chapter 2 through chapter 8 forms a basis of responses.

The consultant will work closely, during the actual PMIS software design, development & implementation, with two –levels teams: technical team and the project steering team.

System Requirements

The system requirements are;

- 1) The consultant(s) MUST be a Certified Oracle Partner
- 2) Certified copy of Certificate of Incorporation

System Requirements and Features

The customized solution will be based on the Pension departments business processes highlighted below and the current PMIS, as base point of reference..

It is envisaged that the re-engineered PMIS will contribute to the Pensions processing and payments performance by;

- Upgrading and updating for efficiency and effectiveness of payments processing
- Technical support services for PMIS applications and database.
- Facilitation of the efficient and effective processing and payment of pensions claims.
- Enhancement of controls and elimination of risks in pensions processing and payments.
- Provision for a Business Continuity Plan.
- Facilitation of the Department to manage both the Defined benefit scheme and the new defined Contributory scheme.
- Help in alleviating the current PMIS challenges.
- Provision for the integration with other government IT systems.
- The treasury's pension department has the following departments that all interact with the system at one point or another.

Departments

- 1) Claims
- 2) Assessment
- 3) Accounts
- 4) Payroll
- 5) Controller of Budget
- 6) Human Resource
- 7) IT
- 8) Customer Care

Technology Features

- 1) Oracle Database Enterprise edition
- 2) Integrations tools(SOA)
- 3) Enterprise Data Quality
- 4) Oracle Data Integrator
- 5) Real applications clusters
- 6) Partitioning
- 7) Webcenter content
- 8) Weblogic
- 9) Identity and access management

10) Audit vault

11) Advanced Security

Business Processes

The system wide workflow traverses through Claims, Assessment, Accounts and finally to Payroll. The business processes are classified as specified below.

Claims Business Process

- 1) The claims are received by pensions department from Ministries, KDF, TSC, Parliament, Judiciary and other government Agencies.
- 2) The claims are delivered in schedules which indicates
 - a. Name of retiree,
 - b. Personal number and bank particulars.
- 3) After scrutiny the claims are received by claims officer.
- 4) Correctly prepared claims are recorded to a manual register to be submitted to the next stage which is the data capture.
- 5) At the Data Capture, each claim is captured as per the employer.
- 6) At the approval, the claims are counter-checked against the record in the system.
- 7) Internally generated claims include: killed on duty, injury pension, disability, revised disability, revised cases, name updating
- 8) At verification Data Entry, the officer counter-checks the claim against the details in the system.
- 9) At verification Approval, the claims are counter-checked again, and the system allocates to different registry groups i.e. RG1, RG2, RG3, RG4.

Assessment Business Process

Internally Generated Claims Workflow

- 1) Data capture captures and saves the claims into the system.
- 2) System generates a file number for the claim in accordance to pensioner service.
- 3) The file is allocated to an assessor by the system.
- 4) The assessor then prints an appendix.
- 5) The file then moves to COB where it undergoes to stages of approval by ***internal audit***.
- 6) The file then moves to the Directorate for approval

Externally Generated Claims Workflow

- 1) Claims forms generated in the system.
- 2) The form is signed.
- 3) A payment form is also completed by the next of kin.
- 4) These forms are received in the department.
- 5) The form is then sent to registry for filing
- 6) Data capture officer confirms all the documents
- 7) Alert and file is sent to assessment
- 8) The alert and file go COB
- 9) The alert and file go to Directorate for approval
- 10) Dependents payroll for payment.

Cash Office Business Process

- 1) Receiving files from the approving officers
- 2) Counter checking the payee details against the payment voucher and the attached documents
 - 1.1. Account Number
 - 1.2. Payee names
 - 1.3. ID Number
 - 1.4. Deletion sheet to confirm whether the officer was deleted from the ministry payroll
 - 1.5. Financial Year voucher number and vote book certificate
- 1) Batching the files for scheduling i.e. files for SACCOs, banks, public trustee etc.
- 2) Generating EFT numbers in the PMIS system
- 3) Paying the files in the PMIS hence scheduling
- 4) Examination of the schedules to confirm the details as per the files
- 5) Uploading the schedules from the PMIS to IB system
- 6) Requisition of the exchequer
- 7) Paying the files through the IB system
- 8) Encryption of payments for SACCOs in the E-Pay system for National Bank
- 9) Paying the monthly Pensioners payrolls on monthly basis
- 10) Files are taken to the dispatch section where they sorted again to remove the payment vouchers
- 11) Payments due to Public trustees after sorting, schedule analysis are prepared and signed then delivered to various public trustees

- 12) Payment vouchers are recorded in the registers and then taken to cash office for posting in the cash book.
- 13) Posted vouchers are then taken to the ledger section for batching and safe custody
- 14) Any other accounting duty as assigned

Revenue Section Business Process

- 1) Receiving - creation of the miscellaneous receipt (MR) in the system at the first level which is then approved at the first level which is then approved at the second level. The receipt voucher (RV) is then created at the first level then approved at the second level. Note that for uncollected payments the MR is not created but only the RV.
- 2) Editing is done for payroll returns and 31% contribution after the RV has been created. This involves allocating the monies to the various pensioners according to the list from the bank. The RV is later approved again at the second level.
- 3) Approval is the second level and it is done for MR's, RV's and edited RV's.
- 4) Banking is done after the above stages are complete and entails recording of payroll return Cheques in the **CFS** banking book.
 - 1.1. **CFS** banking's are taken to cash office while
 - 1.2. Deposit banking's are retained in revenue for deposit in the cash book.
2. Data migration entails migration of data i.e. CFS cheques and payroll returns using the dcs_2 system to the PMIS system. Both are migrated at the first level and approved at the second level. The receipt vouchers are taken to cash office for the cash book.
3. Depositing of cash book which involves recording of receipts (Payroll returns, 31% contribution and deductions to CAP) and payments (agency payroll).

Payroll Business Processes

- 1) Payroll receives physical files from Directorate & electronic alerts in PMIS system
- 2) The files are recorded in the dependent payroll incoming register
- 3) Supervisor allocates the physical files to dependent payroll officers for processing & payments
- 4) Payroll officers compare & confirm all documents in the physical file versus the electronic files
- 5) Files are approved for payments
- 6) The payments are confirmed in the dependent pay roll trial run

- 7) The physical files are forwarded to internal Audit for examination
- 8) Internal audit audits the payroll section.
- 9) IT departments is requested to run the monthly payroll by 18th of every month
- 10) Payroll section populates and save the monthly voucher for Dependents and Agency payrolls
- 11) Section print the monthly voucher and attaches
 - o Recovery list,
 - o Ceased cases,
 - o New entrance and
 - o Bank and Sacco summaries.
- 1) Payroll officer signs the payroll payment vouchers
- 2) Printed voucher is sent to internal audit & risk management unit for examination
- 3) After examination the printed voucher is sent to voucher approval
- 4) Printed voucher is sent to cash office for payment
- 5) A text file is then generated, encrypted and sent to the banks
- 6) The section collects the paid files from internal audit for printing of letters
- 7) The files are recorded then sent to registry for safe custody

Internal Audit Work Flow

1. Receipt of files from dependent payroll section
2. Manual verification of the dependents payment i.e. 5PN, BPN & KND
3. Counterchecking in the system under dependent salary details
4. Interrogation of the payments in the trial run
5. Noted errors are sent back to either assessment/dependent payroll section for corrections.
6. Approval of payroll voucher in the system for
 - 6.1. Main payroll,
 - 6.2. Dependent payroll,
 - 6.3. Agency Payroll and
 - 6.4. Crown Agent payment
7. Signing of the payroll voucher.

Returned Pensions Work Flow

1. Receive alerts from revenue/ old cases
2. Verify and confirm the authenticity and accuracy of the amount on face of the voucher.
3. Noted errors are sent back to old cases for correction.

4. Approve in the system
5. Signing of the physical voucher

Registry Section Business Processes

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

Additional business processes

The chapter two the PMIS re-engineering strategic plan document contains a complete detailed and documentation of all the pensions' department business processes and their identified business gaps to be addressed under the planned system re-design, development and re-engineering phase.

Minimum Features

The minimum system features are specified below. Firms able to provide additional features will have an added advantage.

The pension system **MUST BE** customizable and be compliant with the statutory laws of Kenya.

The **minimum** system features should be as below.

- 1) Pension Records
- 2) Defined Benefit (DB) pension scheme
- 3) Revenue collection under DB
- 4) PSSS for the Defined Contribution (DC) and Collections pension scheme
- 5) Revenue collection under DC
- 6) Pension Services
- 7) End of Service
- 8) Gratuities
- 9) Payroll
- 10) Integration API's – ability to integration to 3rd parties, banks etc

- 11) Pension and Share payments
- 12) Adoptability to special cases and business processes
- 13) Permissions
- 14) Notifications
- 15) Management Analytics Dashboard customized with Key Performance Indicators
- 16) Departmental Analytics Dashboards customized with Key Performance Indicators
- 17) Customized Reports
- 18) Security, sessions and audit trails
- 19) Product Setup E.g. Tax, variables, computation formulas, logic statements
- 20) Portal Access
 - 1.1. Pensioner Portal
 - 1.2. Customer Care Portal for Huduma Center access and customer care officers
 - 1.3. Pensioner Portal to view claim progress
- 21). Remote access
- 22). Customer relationship management
- 23). Document imaging

Feature List Definition

Pension Records

This module is used to maintain, validate, approve the details of the new contributor and transfer to the master data of all contributors to the pension fund.

FEATURE DEFINITION	AVAILABLE
Enter the details of the new contributor with on line validation	
Forward through work flow the entered records for approval	
Approve the details of the new contributor	
Capture contributor documents' images and attach it to his/her record	
Freeze activity for the identified employee until additional information is received from the employer	
Inquire about changes on the master information, the required fields are (CPR no., Full name, change date, date of birth, grade, basic salary amount, social allowance amount, ministry, date of death, last update by)	

Inquire about beneficiaries of an agent Update Bank name, account number for all beneficiaries upon assigning an agent for them, bank account number is validated as per the validation rules upon the bank standard format for the account number	
Inquiry about list of verifications for group of people	
Integration with external ministries to update the details of the beneficiaries online.	
Log change request to the critical basic information such as grade, basic salary, date of birth, hire date, marital status as the calculation is of many benefits and compensation are based on these details.	
Ability to upload the contribution balances for people moving from private sector to public sector.	

Contributions and Collections

This module will facilitate the upload and validation of the monthly contributions, services and loans repayment. The monthly contributions and repayment will be sent by the employers in an electronic format, the module will upload them into temporary tables and compare them to the amounts kept within master table and any discrepancies will be reported and verified with the initiating organizations. The Workflow will send an automated alerting message that contains the employee number and rejection reason to all concerned organization to fix the problem. After all discrepancies are reconciled, a scheduled and fully automated shall be run to transfer all contribution records to the Payroll.

FEATURE DEFINITION	AVAILABLE
Screen with the following functionality Visual validation of Uploaded data Rectification/Amendment of Uploaded data where there are differences Approval of uploaded data	
Keep records in suspense where the processing needs to be completed prior to reconciliation of differences	
Screen to list amendment history	

Identify differences between the initial receivables statement generated and the contribution and actual receipt	
Record accrual accounting entries automatically based on this report	
Build a comparison process between the calculated and the received amount (of temporary stored data)	
Process the remaining data items pending the rectification of the errors	
Update the system on upload of information and approved by personnel of Pension Fund	
Change in Basic Salary/ allowances/ Grade/ Organization/ Marital Status is treated as the latest information to be used for any processing. The source of latest information is the upload text file receives from employer's organizations.	
The contribution for an employee for each period is not deducted from the organization based on the predefined business rules like If employee is on leave without pay If employee is terminated or suspended	

End of Service Module

The module will facilitate the end of service transaction; different reasons are specified according to the business rule of the pension fund such as normal retirement, resignation, death, disability. Based on the reason for end of service and the service period including the actual, assumed, joined and added periods, the system calculates the end of service benefits being a monthly pension or one-time gratuities.

FEATURE DEFINITION	AVAILABLE
End of service screen contains the following information:	
Unique Identification, Name, Organization, address, date of birth, age when EOS, basic salary, average salary, EOS date, service start date, overall service period, uncounted period, join of past service period, assumed service period, added periods, total service period.	
The system shall calculate the pension amount or the gratuities amount.	

The system provides advice to an employee in case if he opts for a premature retirement about the number of years he needs to purchase to get the maximum pension percentage	
The screen will enable choosing the reason for ending the service, plus showing the salary changes history since employment	
It shows the contribution balances for the basic salary and other element(s) till end of service date	
It shall also display the pending installments like Pension loan, Join of past service, Commutation, Housing, Assumed service, others, plus showing the Bank name, Branch and Account number, organization approval date, and pension fund approval date.	
Follow up alert for all people who have got to retirement age whether to end their service or to extend it.	
The system forecast the cash flow projection of expected contribution if the service of the employee has been extended for a specified number of years.	
A background program will calculate the end of services benefits based on the above information	
A work flow will notify the authorizing body for approval.	
Track leave without pay transactions	
The amounts will be transferred to Payroll to update the appropriate payment element.	

Pension Services Module

This module must at a minimum cater for services mentioned below as per eligibility rules set within the system.

1. Loans
2. Commutation
3. Join of Past Service
4. Purchase of Assumed Service
5. Job Injury

FEATURE DEFINITION	AVAILABLE
Recording a request for a service by employer/employee/Pension Fund	
Confirming the eligibility by employer	
Receive application at Pension Fund	
Confirming the eligibility by Pension Fund	
Approve/Reject request	
Special approval for requests which are not eligible	
Generate repayment schedule	
Make payment to Bank account or issue cheque after the receipt confirmation of documents by employer/employee	
Update the balance upon receipt of repayment for a service	
Suspension/resumption of a service	
Termination of repayment of a service	
Transfer service amount and installment to Payroll	

Gratuities Module

The gratuities module contains the gratuities given to employees or beneficiaries, marriage grant, death grant, military compensation, funeral expenses, under 18 gratuity etc.

Main Functionality

1. Check the eligibility of the employee or beneficiary for the gratuity as per the regulations
2. Redistribute the amount of the gratuity among the beneficiaries when needed
3. Calculate the amount of the gratuity

Pensions and Share Payments Module

As soon the employee becomes a pensioner, he/she will be added to the pension list every month. If the pensioner passes away the module will distribute his pension amount among his dependents based on the predefined business rules. This distribution is a dynamic operation depending on the status of the beneficiary.

Main Functionality

1. Calculate the pension amount
2. Calculate the share of the beneficiary by automatic redistribution of the shares among the eligible beneficiaries
3. Distribute the social allowance among the eligible beneficiaries
4. Automatic annual increase for pensions and shares

5. Processing of Retirement Benefit Scheme (RBS)
6. Ability to pay the pensioner or beneficiary in more than one way at once, check, bank transfer.

PSSS for the Defined Contribution (DC) and Collections pension scheme

The components for this function will include the following

1. Financial management – (general ledger, cash management, receivables, payables, etc.),
2. Operations - (members, members’ contributions, approvals, etc.),
3. Investment management
4. General administration
5. Customer relationships management, etc.

Data Migration

The consultant will under-take to migrate all data from existing PMIS to the new Re-engineered system. At a minimum the data migration module will have the below features.

FEATURE DEFINATION	AVAILABLE
Data restructuring to achieve maximum value during migration and also to improve operation.	
Provision of data visualization features to visually explore the data.	
Perform advanced parsing, matching of data, Removal of duplicates/Deduplication of data, performing data merges where necessary.	
Provision of an open architecture so as to make the data quality rules visible, intuitive and easy to add/change	
Provision of a team collaboration feature to enable merges of data worked on by different team members. Provision for a review section to ensure data checked	
The data Migration tool shall:	
Provide a base for understanding current data quality issues. Highlight discrepancies and also effects of the discrepancy on business,	
Perform systematic audit review to detect quality metrics, missing data, incorrect values, duplicate records and inconsistencies.	
Parse and standardize the data using easily managed reference data and simple graphical configuration.	

Provision of a case management queue for further manual review of the data.	
Provision for a match and merge process to fasten the migration process while at the same time ensuring the data quality is upheld	
Provide a monitoring function to monitor the volume of data that has been cleansed and what is remaining.	

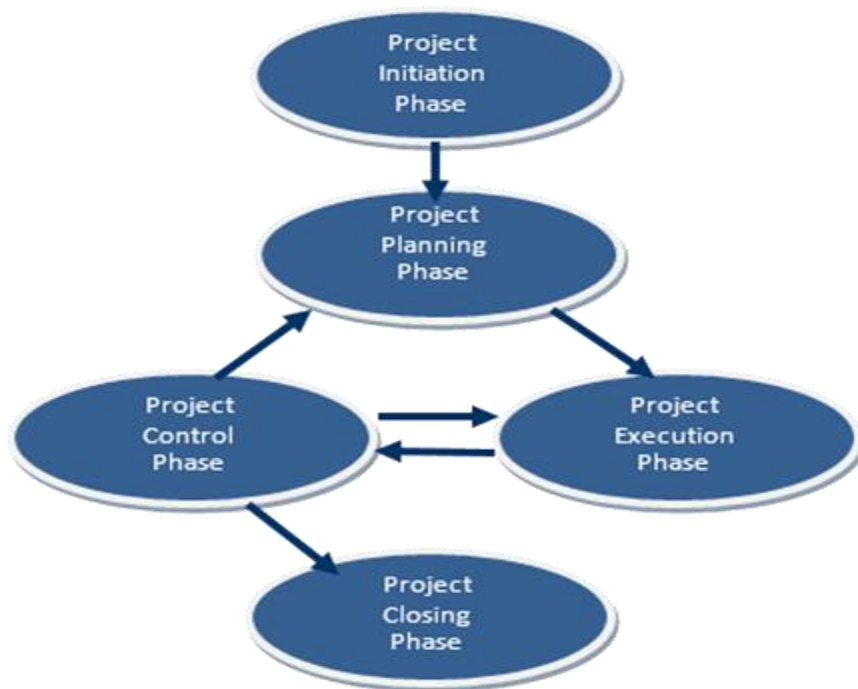
Methodology

The methodology, consultant, will employ should be based on recognized Project Management principles.

As PMIS, is a Customer projects that is a multi-phased portfolio of business improvement interventions covering a single it is envisaged that it is desirable to establish a base blueprint for the pensions department and for this to be tested in one sites before being rolled out across the organization. The benefits of a common blueprint far outweigh the time and effort to establish in the roll-out phase.

Since the PMIS is a complex business transformation it is envisaged that a split project phases be defined with milestones and goals and run these as a portfolio of projects.

Each project phase is divided into many sub processes or phases, each sub phase having its own identity and characteristics, the respective sub phases will be as follows:



Initiation Phase and Scoping

The project initiation phase comprises an initial meeting, a project kick-off meeting, with the client on contract award. During this meeting project related issues are discussed and documented, normally in a document called a Project Charter.

During this stage, personnel evaluate the current position of the various business units (as is); identify the desired state (to be) and the gap. Process, people and existing technologies are also evaluated, and an appropriate change management program is developed to run alongside the implementation of the technology.

Scoping provides us with the first opportunity to understand detail of customer specific issues, and objectives in incorporating your competitive advantage. It provides us with insight of process changes required, of the availability of personnel, of the level of change management that is necessary during the full lifetime of the project. All of these factors need to be considered in planning and executing a project on time and within budget.

Part of the scoping exercise includes a review of existing training, hardware and communications infrastructure.

The duration of the implementation is dependent on a variety of factors including availability of resources and the level of complexity of the processes within the business.

Outputs of the scoping phase are a detailed project plan and a firm project budget. The completion of the scoping provides customer management with an informed opinion regarding the project and offers them a go/no go opportunity.

Project Plan:

1. Project overview, goals and objectives
2. The project organization & structure, including roles & responsibilities of each project member
3. Project status meetings, frequency and participants
4. Project target milestones (key deliverables)
5. Project risks
6. Project logs
7. Training and skills transfer
8. Quality Assurance
9. Maintenance and Support
10. Change management procedures
11. Acceptance/sign-off of key deliverables

Execution Phase

The project execution phase comprises the implementation of the items detailed under planning above. This is when design, engineering, testing and commissioning activities are executed.

The following items are addressed in the execution phase:

1. Project plan execution
2. Project schedule execution
3. Activity execution
4. Quality assurance
5. Project communications

Control Phase

The project control phase comprises of the measurement of activities against the project schedule, and the recording of any variances to these. Variances that could affect the project delivery negatively are given urgent attention (they are referred back to the planning phase) and the necessary planning actions taken to restore project delivery as originally planned, if possible.

The following items are addressed in the execution phase:

1. Change control
2. Schedule control
3. Quality control
4. Risk control
5. Cost control
6. Performance reporting

Project Closing or Key Deliverable Acceptance Phase

The project-closing phase comprises activities to bring a project to completion. It is also applicable to the acceptance and sign-off of a key deliverable at the end of a phase within the execution of the project.

The following items are addressed in the acceptance/sign-off phase:

1. Acceptance / agreement on completion of key deliverables
2. Completion of outstanding documentation
3. Project handover to client

Project scope, schedule/Timelines

Project scope

1. Software design, development and implementation of PMIS
2. Data migration of current PMIS
3. Installation and configuration
4. Testing and commission
5. Users/technical training
6. Technical support

Project schedule & timeline

1. Consultant to provide a well-documented project Gantt chart with clear output/deliverable and timelines
2. Project duration after the award of the contract, the consultant to move to site with 1- 2 weeks
3. Preparation of technical and user manuals
4. Training of pension's department technical team to follow
5. Preparation of the SLAs for the technical support document and the commissioning and signing off the project

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

S/No	Description	Quantity	Unit Cost (Ksh)	Total Cost (Ksh) per year	Total Cost (Ksh) for 3 years
No.	Item	Quantity			
	Provision of Pensions Management Information System (PMIS) software re-design, development & implementation and data migration from current PMIS to the re-engineered PMIS				
1.	Oracle Application Server 10g				
2.	Oracle Developer Suite 10g				
3.	Oracle Portal				
4.	Oracle Database 10g				
5.	Sun Hardware – M8000 servers and Storage Tek ST6540 data storage.				
6.	Support and maintenance				

PRICES TO BE INCLUSIVE OF VAT

Signature of tenderer _____ Date _____

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)

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 of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED
Board Secretary