



NATIONAL AIDS CONTROL COUNCIL

# Tender for Development of M&E System

**TENDER NO. NACC/RFP/030/2017/2018**

**CLOSING DATE: APRIL 19, 2018**

**ISSUED BY:**

**National AIDS Control Council (NACC)**

**Landmark Plaza, 9th Floor**

**Argwings Kodhek Road**

**P. O. Box 61307 – 00200**

**NAIROBI (KENYA)**

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## TABLE OF CONTENTS

|   | <b>PAGE</b> |
|---|-------------|
| <b>INTRODUCTION .....</b>                           | <b>3</b>    |
| * SECTION I INVITATION TO TENDER .....              | 4           |
| * SECTION II INSTRUCTIONS TO TENDERERS .....        | 5           |
| Appendix to Instructions to tenderers .....         | 22          |
| * SECTION III GENERAL CONDITIONS OF CONTRACT.....   | 24          |
| * SECTION IV SPECIAL CONDITIONS OF CONTRACT .....   | 32          |
| * SECTION V SCHEDULE OF REQUIREMENTS AND PRICE..... | 34          |
| * SECTION VI TECHNICAL SPECIFICATION .....          | 36          |
| * SECTION VII STANDARD FORMS .....                  | 38          |
| 7.1 FORM OF TENDER .....                            | 40          |
| 7.2 CONFIDENTIAL BUSINESSQUESTIONNAIRE FORM.....    | 41          |
| 7.3 TENDER SECURITY FORM .....                      | 42          |
| 7.4 CONTRACT FORM .....                             | 43          |
| 7.5 PERFORMANCE SECURITY FORM.....                  | 44          |
| 7.6 BANK QUARANTEE FOR ADVANCE PAYMENT .....        | 45          |
| 7.7 MANUFACTURER’S AUTHORIZATION FORM .....         | 46          |

## INTRODUCTION

- 1.1 This standard tender document for supply, installation and commissioning of plant and equipment has been prepared for use by public entities in Kenya.
- 1.2 The following general conditions should be observed when using the document.
  - a) Specific details should be furnished in the tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - b) The instructions to the tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contracts and the appendix to instructions to the tenderers.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations as a letter of invitation addressed to tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document shall be modified to include:
  - i. Tender number.
  - ii. Tender name.
  - iii. Name of procuring entity.

## SECTION I INVITATION TO TENDER

**Date: April 3, 2018**

**Tender No. NACC/RFP/030/2017/2018**

### **TENDER NAME: *TENDER FOR DEVELOPMENT OF M&E SYSTEM***

- 1.1 The National AIDS Control Council (NACC) invites sealed tenders from eligible candidates for the development of M&E System
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from the Procurement Division - National AIDS Control Council P.O.BOX 61307-00200 Nairobi, Kenya and download the documents from the NACC Website: **www.nacc.or.ke** at no fee or upon payment of a non- refundable fee of Kshs. 1000/= in cash or bankers cheque payable to Chief Executive Officer, National AIDS Control Council for the printed documents.
- 1.3 Prices quoted shall be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (120) days from the closing date of the tender.
- 1.4 All Tenders must be accompanied by duly completed Bid Securing Declaration for Special Groups registered under AGPO or a **Bid Bond of Kshs. 50,000** in the form of bankers cheque or bank guarantee and must be addressed to the **Chief Executive Officer**, National AIDS Control Council for Non AGPO registered firms
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with the **tender reference name and number** and addressed to;

**The Chief Executive Officer, National AIDS Control Council, P.o. Box 61307 00200 Nairobi, Landmark Plaza, Argwings Kodhek Road Opp. Nairobi Hospital** and be deposited in the tender box provided on 9th Floor of Landmark Plaza on or before **April 19, 2018 at 10.00am.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at NACC Headquarters, Landmark Plaza situated on Argwings Kodhek Rd Opposite Nairobi Hospital

Head Procurement  
For: **Chief Executive Officer**

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses **Page**

2.1 Eligible Tenderers..... 6

    2.2 Eligible Equipment..... 6

2.3 Cost of Tendering..... 7

    2.4 Contents of Tender Document..... 7

    2.5 Clarification of Tender Documents.....7

    2.6 Amendment of Tender Document..... 8

    2.7 Language of Tender..... 8

    2.8 Documents Comprising the Tender.....8

    2.9 Tender Forms.....9

    2.10 Tender Prices.....9

    2.11 Tender Currencies.....10

    2.12 Tenderers Eligibility and Qualifications.....10

    2.13 Goods' Eligibility and Conformity to Tender Document...11

    2.14 Tender Security.....12

    2.15 Validity of Tenders..... 13

    2.16 Format and Signing of Tenders..... 13

    2.17 Sealing and Marking of Tenders..... 14

    2.18 Deadline for Submission of Tender ..... 14

    2.19 Modification and Withdrawal of Tenders..... 14

    2.20 Opening of Tenders..... 15

    2.21 Clarification of Tenders..... 15

    2.22 Preliminary Examination..... 16

    2.23 Conversion to Single Currency..... 17

    2.24 Evaluation and Comparison of Tenders..... 17

    2.25 Contacting the Procuring Entity..... 18

    2.26 Award of Contract..... 18

        (a) Post Qualification.....18

        (b) Award criteria ..... 19

        (c) Procuring Entity's Right to Vary Quantities..... 19

(d) PE's Right to Accept or Reject any or **all Tenders** .....19

    2.27 Notification of Award..... 20

    2.28 Signing of Contract..... 20

    2.29 Performance Security ..... 20

    2.30 Corrupt or Fraudulent Practices..... 21

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

### **2.1 Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date 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 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 goods 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 Eligible Equipment**

2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

### **2.3 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 1,000.00

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

### **2.4 Contents of Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire Form
- (xiv) Self Declaration on Debarment
- (xv) Anti Corruption Declaration
- (xvi) Bank Details Form
- (xvii) Request for Review Form
- (xviii) Bid/Tender Declaration Form

2.4.2 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.

## **2.5 Clarification of Tender Documents**

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post 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 not 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 that have received the tender document.

2.5.2 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.

## **2.6 Amendment of Tender Documents**

2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 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.

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

## **2.8 Documents Comprising the Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components.

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential Business Questionnaire

## **2.9 Tender Form**

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

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

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1, the tenderers 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.

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.2 The documentary evidence of the tenderes qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

### **2.13 Goods Eligibility and Conformity to Tender Document**

2.13.1 Pursuant paragraph 2.13.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristic of the equipment

- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

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

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

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender 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.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 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 2.27.1 or

ii) to furnish performance security in accordance with paragraph 2.28

- c) If the tenderer rejects correction of an arithmetic error in the tender.

## **2.15 Validity of Tenders**

2.15.1 Tenderers shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 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 2.14 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.

## **2.16 Format and Signing of Tender**

2.16.1 The Procuring entity 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.

2.16.2 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.

2.16.3 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.

## **2.17 Sealing and Marking of Tenders**

### **2.17.1**

The original proposal (Technical Proposal and, if required, Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

### **2.17.2**

For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.17.3

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and is clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE**”.

2.17.4

The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective bidder unopened.

2.17.5

After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.17.6 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 **APRIL 19, 2018 at 10.00 AM**”. 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”.

2.17.7

If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18. Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.20.1 not later than **APRIL 19, 2018 at 10.00 AM**

2.18.2

The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.2 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.

2.18.3

Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.19 Modification and Withdrawal of Tenders**

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.8

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **APRIL 19, 2018** at 10.00AM and in the following location.

**National AIDS Control Council (NACC)**

**Landmark Plaza, 9<sup>th</sup> Floor**

**Argwings Kodhek Road**

**P. O. Box 61307 – 00200**

**NAIROBI (KENYA)**

**Email: [naccmesystem@nacc.ro.ke](mailto:naccmesystem@nacc.ro.ke)**

**TEL: +254-020-2715109/2711261/2715144, 2896000**

The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination and Responsiveness**

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

2.22.2 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

2.22.3 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 effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 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.

2.22.5 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 non-conformity.

## **2.23 Conversion to Single Currency**

**2.23.1** 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.

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.24.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

- (a) *Delivery schedule*
  - (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the

Schedule of Requirements. Tenders offering deliveries 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 of 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.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

2.24.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

**2.25 Contacting the Procuring Entity**

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 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 Tenderer's tender.

## **2.26 Award of Contract**

### **(a) Post-Qualification**

2.26.1 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.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 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**

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

2.26.5 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.

**(c) Procuring Entity's Right to accept or Reject any or All Tenders**

2.26.6 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 tenderer of the grounds for the procuring entity's action

2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

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

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

**2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous 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 2.29, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful

## **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 requirements of paragraph 2.28 or paragraph 2.29 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 Candidate 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 and will not be involved in corrupt or fraudulent practices.

3.30.2 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.

3.30.3 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 Tenderers**

### **Notes on the Appendix to the Instructions to Tenderers**

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.

2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.

3. In preparing the Appendix the following aspects should be taken into consideration;

(a) The information that specifies and complements provisions of Section II to be incorporated

(b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated

4. Section II should remain unchanged and can only be amended through the Appendix.

5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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.

| INSTRUC<br>TIONS      | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS   |
|-----------------------|--|
| Paragraph 2.1.1       | <i>All tenderers who meet requirements as Indicated in the tender document</i>   |
| Paragraph 2.1.4       | <i>Bidders must sign and submit an Anti-Corruption Declaration Form</i>  |
| Paragraph 2.3.2       | <i>The cost of purchasing the tender is <b>Kshs1,000 for printed document</b></i>  |
| Paragraph 2.8.1       | <i>The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed to be enclosed in the <b>Financial Proposal Envelope</b>.</i>   |
| Paragraph 2.10        | <i>The <b>Total Price</b> for development of the M&amp;E System should be inclusive of taxes, the price of the equipment/software, all charges, insurance, transportation, delivery, installation, testing, commissioning, maintenance and any other costs associated with the tender.</i> |
| Paragraph 2.10.1      | <i>All prices shall be quoted in Kenya shillings.</i>  |
| Paragraph 2.13.3 (c)  | <i>Clause by clause commentary on the Technical specifications demonstrating Substantive responsiveness</i>  |
| Paragraph 2.14        | <i>The tender security shall be <b>Kshs 50,000.00</b> for Non Agpo firms and Bid Securing Declaration for Agpo registered firms</i>  |
| Paragraph 2.15        | <i>The tender validity is 120 days from the date of submission of the tenders</i>  |
| 2.17.2                | <i>Bidders shall provide 1 ORIGINAL, 1 COPY and a CD of the TECHNICAL PROPOSAL and 1 ORIGINAL, 1 COPY and a CD of FINANCIAL PROPOSAL. The Technical and Financial proposals shall be in separate envelopes</i>   |
| Paragraph 2.5 and 2.6 | <i>All bidders should download the Telegram Application and fill the registration details for the tender for ease of communication for clarification or amendment to the tender document</i>   |

|                  |  |
|------------------|--|
| Paragraph 2.16.2 | <i>Bidders must submit a letter for a power of attorney authoring their designated person in the to sign and commit the bidder to the tender</i>   |
|                  | <ul style="list-style-type: none"> <li>• The original technical proposal and the Financial Proposal; shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder themselves. The person who signed the proposal must initial such corrections.</li> <li>• An authorized representative of the bidder shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.</li> <li>• The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Tender Number and the item description and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and tender, and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE, <b>April 19, 2018</b> at 10.00 AM]”. The NACC shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</li> </ul> |

|  |  |
|--|--|
|  | <ul style="list-style-type: none"><li>• The Proposals must be sent to the address/addresses indicated in the Appendix to instructions to Tenderers and received by the NACC no later than <b>April 19, 2018</b> at <b>10.00 AM</b>. Any proposal received by the Client after the deadline for submission shall be returned unopened.</li><li>• The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored. No Financial Proposal shall be included in the Technical Proposal. Failure to comply with this requirement will lead to automatic disqualification.</li></ul> |
|  | <ul style="list-style-type: none"><li>• From the time the tender is opened to the time the Contract is awarded, the bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by bidders to influence the Client in the examination, evaluation, ranking of tenders, and recommendation for award of Contract may result in the rejection of the bids tender.</li></ul>   |

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the preliminary evaluation, mandatory requirements, manufacturer authorization, required client reference

sites with similar assignments undertaken, verification of reference sites and responsiveness to the technical specification applying the evaluation criteria, sub criteria, and point system specified in the bidding document. Each responsive tender will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the tender and mandatory requirements, or if it fails to achieve the minimum technical score of 70%.

#### FORMULA; TECHNICAL AND FINANCIAL

- The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$Sf = 100 \times Fm / F$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the

Technical Proposal: P= the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix. The combined technical and

financial score, S, is calculated as follows: -  $S = St \times T \% + So \times P \%$ .

The firm achieving the highest combined technical and financial score will be invited for negotiations.

Technical Score will constitute 80% of the overall score

Financial Score will constitute 20% of the overall score

|                         |   |
|-------------------------|---|
|                         | <ul style="list-style-type: none"> <li>• The Financial proposals opened are for bidders who meet the tender requirements only. The name of the bidder who meet tender requirements and mandatory requirements shall be read aloud. The Financial Proposal of the bidders who meet the tender and mandatory requirements will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.</li> <li>• The Evaluation Committee will NOT correct any computational errors.</li> <li>• The bidder meeting the tender requirements and mandatory requirements and with highest combined score (technical and financial evaluation) will be considered for award of tender</li> </ul> |
| <b>Paragraph 2.17.3</b> | <p>The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “<b>TECHNICAL PROPOSAL, HARD COPY and CD Copy</b>” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “<b>FINANCIAL PROPOSAL</b>” and warning: “<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL</b>”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and is clearly marked, “<b>DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE</b>”.</p>  |

|                         |  |
|-------------------------|--|
| <b>Paragraph 2.20.1</b> | <p><i>The address of submission of tenders is:</i><br/> <i>Chief Executive Officer, National AIDS Control, P.O Box 61307 -00200, Nairobi 9<sup>th</sup> floor Landmark Plaza, Argwings Kodhek Rd, Opp. Nairobi Hospital</i><br/> <i><a href="tel:+254202896000">Tel:+254202896000</a>,</i><br/> <i>Email: <a href="mailto:naccmesystem@nacc.ro.ke">naccmesystem@nacc.ro.ke</a></i></p> |
| <b>Paragraph 2.18.3</b> | <p>Bulky tenders which will not fit in the tender Box shall be delivered and deposited in the Chief Executive Officer’s Office where the deliverer shall sign in a register.</p>   |
| <b>Paragraph 2.20.2</b> | <p>The tender sum submitted and read out during Opening shall be absolute and final and shall Not be subject of correction, adjustment or amendment in any way by any person or entity.</p>  |

|                      |   |
|----------------------|---|
| <b>Paragraph2.29</b> | 10% of the awarded sum as performance security  |
| <b>Paragraph 2.5</b> | <p>All tenderers are required to send email to;<br/><a href="mailto:naccmesystem@nacc.ro.ke">naccmesystem@nacc.ro.ke</a></p> <p>As a confirmation that they have downloaded the tender document and that they will participate in the tender for ease of issuance of clarification if need be. The request for clarifications shall be received at <b>least seven (7)</b> days prior to the deadline for closing of the tender.</p> |

### SECTION III: GENERAL CONDITIONS OF CONTRACT

#### Table of Clauses

|  | <b>Page</b> |
|--|-------------|
| 3.1 Definitions.....                               | 25          |
| 3.2 Application.....                               | 25          |
| 3.3 Country of Origin.....                         | 25          |
| 3.4 Standards.....                                 | 26          |
| 3.5 Use of Contract Documents and Information..... | 26          |
| 3.6 Patent Rights.....                             | 26          |
| 3.7 Performance Security.....                      | 26          |
| 3.8 Inspection and Tests.....                      | 27          |
| 3.9 Packing.....                                   | 28          |
| 3.10 Delivery and Documents.....                   | 28          |
| 3.11 Insurance .....                               | 28          |
| 3.12 Payment.....                                  | 28          |
| 3.13 Price.....                                    | 29          |
| 3.14 Assignments.....                              | 29          |
| 3.15 Sub contracts.....                            | 29          |
| 3.16 Termination for Default.....                  | 29          |
| 3.17 Liquidated Damages.....                       | 30          |
| 3.18 Resolution of Disputes.....                   | 30          |
| 3.19 Language and law.....                         | 30          |
| 3.20 Force Majeure .....                           | 30          |
| 3.21 Notices .....                                 | 30          |

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

### **3.1 Definitions**

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

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

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

### **3.3 Country of Origin**

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

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

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

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

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

3.7.1 Within 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.

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

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of

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

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

### **3.8 Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no

way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

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

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

### **3.14. 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

### **3.15. Subcontracts**

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

### **3.16. Termination for Default**

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

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

- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### **3.17. Termination for convenience**

### **3.18. Liquidated Damages**

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

### **3.19. Resolution of Disputes**

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

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

### **3.20. Language and Law**

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

### **3.21. Force Majeure**

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

### **3.22 Notices**

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

## **SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

- 4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.
- (a) Information that complement provisions of Section III must be incorporated and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

| <b>REFERENCE OF GCC</b> | <b>SPECIAL CONDITIONS OF CONTRACT</b>                        | <b>REQUIREMENT</b>   |
|-------------------------|--|--|
| 3.7.3                   | <i>Indicate particulars of performance security required</i> | <i>Bank guarantee</i>  |
| 3.12.1                  | <i>Indicate terms of payment</i>                             | <i>30 after submission of invoice for verified milestone</i> |
| 3.18.1                  | <i>Indicate resolutions of disputes</i>                      | <i>Mediation, Negotiation or Arbitration</i>                 |

**SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES**

## **Notes on Schedule of Requirements and Prices**

- 5.1 The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procured separately.
  
- 5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing.

## SECTION V - SCHEDULE OF REQUIREMENTS

### **Stage 1- Preliminary Evaluation Criteria- Mandatory**

1. PIN and VAT Certificate
2. Certificate of incorporation/registration
3. Valid Tax Compliance Certificate
4. Bid Bond of Kshs 50,000 for non AGPO Firm or Bid/Tender Declaration Form
5. Company profile and organization structure and names of directors
6. Form of Tender duly executed (In the Financial Proposal)
7. Anti-Corruption Declaration duly executed
8. Self-Declaration on Debarment duly executed
9. Numbering/pagination and initialing of tender documents in a flow and sequential manner and the same indicated in the table of content
10. Confidential Business Questionnaire

### **Stage 2- Conformity to specifications**

This will be done to check the bidder's level of conformity to specifications.

- The bidder must provide a solution illustrating their technical proposal that must include the underlying physical and database infrastructure, the Application modules, the data flows and solution structure.
- Bidders who do not conform to specifications shall be considered to be non-responsive and shall be rejected at this stage.

The bidder must provide relevant evidence of deployment of the requisite software engineers/technical staff with the necessary qualifications with the attendant CVs, employment contracts as commitment to the resultant contract.

Nb: Involvement of women, youth and persons with disabilities in the project and indication of their role and remuneration will be an added advantage

### **Stage 3- Client Reference sites**

Bidders who conform to specifications shall be assessed on the client's reference sites.

*Bidders must have the required operational client sites employing a similar solution as per specifications provided in the tender documents. The sites must be from different clients and tenderers must submit **client reference sites duly** filled and signed by the client(s) plus other supporting documents namely; Local Service Order/Contract/Service Level Agreement (SLAs) and Completion Certificates. The NACC will conduct physical verification of the client sites indicated by the tenderer before opening of the financial proposals. Bidders who do not meet this requirement shall be considered non responsive and their proposals shall be rejected at this point.*

- Proof of the bidder's capability to offer seamless the systems in the tender.

#### **Stage 4- Financial Evaluation**

Only bidders that attain 70% and above in technical evaluation shall qualify to the final stage of the financial evaluation

The firm must provide audited financial results (profitability trends) for last three financial years with a turnover of at least Kshs **50,000,000**

The tenderers shall complete Price Schedule furnished in separate Financial Proposal Envelop as required indicating the services to be performed and the costing per module.

The financial evaluation will involve:

- a Checking whether the quotation is as per requirements in the tender documents
- b Checking whether all Taxes have been included
- c Check that the bidder has costed all items as per specifications
- d Check unit cost and total cost
- e Check the validity of the tender
- f Check Terms of payment
- g Check sample of Service Level Agreement and the attendant costing submitted by the bidder

## SCHEDULE OF EVALUATION CRITERIA

| Description of Criteria   | Mandatory Requirements |
|---|------------------------|
| <b>MANDATORY REQUIREMENTS- PRELIMINARY</b>  |                        |
| a) Confidential Business Questionnaire  | M                      |
| b) Certificate of Incorporation   | M                      |
| c) KRA PIN Certificate  | M                      |
| d) Valid Tax compliance certificate   | M                      |
| e) Power of Attorney (duly executed authorizing the person signing and committing the firm to the tender)                             | M                      |
| f) Duly Anti-Corruption Declaration   | M                      |
| g) Duly Self-Declaration on debarment   | M                      |
| h) Numbering/Pagination and initialing of the Tender Document in a sequential order and referenced in table of content                | M                      |
| i) At least three similar systems developed in the last three years with Certificates of Completion, SLA                              | M                      |
|   |                        |
| <b>1. Firms average turnover over last three (3) years 2015, 2016 and 2017</b>  | Max 3 Marks            |
| 50 m and above = 3 points,  |                        |
| Less than 30-100 m=2 points,  |                        |
| Less than 20m= 1 point  |                        |
| Less than 10 m= 0.5 point   |                        |
|   |                        |
| <b>2. The Firm</b>  | Max 3 Marks            |
| (a) Age =>5 years= 3 points,  |                        |
| (b) Less than 5-3years= 2points,  |                        |
| (c)Less than 3-1 years= 1 point,  |                        |
| (d)Less than 1 year = 0 points)   |                        |
| <b>3. Staff Establishment (3 Points)</b>  | Max 3 Marks            |
| (a) Size (staff compliment of more than 10 = 3 Points,  |                        |
| (b) Less than 10- 6= 2 points,  |                        |
| (c )Less than 6= 0  |                        |
| <b>4. Management (3 point)</b>  | Max 3 Marks            |
| (a) Directors (More than 50% Kenyan owned (3 points)  |                        |
| (b) Less than 50% (2 point)   |                        |
| <b>5. Insurance</b>   | Max 3 Marks            |
| (a) Insurances (indemnity cover, equipment covers) (3 points)   |                        |
| <b>Evidence of technical professionals with relevant certifications proposed as the project team structure to deliver the project</b> |                        |

|   |          |
|---|----------|
| CV's of key staff (30Marks)   |          |
|   |          |
| <b>6. CEO (5 Point)</b>   | 5 Marks  |
| i. Post graduate qualification in IT/Computer Science (1 Mark)  |          |
| ii. Professional qualifications (1 Mark)  |          |
| iii. Experience in systems and software development of at least 6yrs(2 Marks)   |          |
| iv. Specific experience of at least 5yrs in monitoring and evaluation systems or related field (1 Mark)   |          |
| <b>7. Programmers/Developers (3 Experts) 4 Points each</b>  | 12 Marks |
| i) Bachelor's degree in Computer Science /IT or related field (1 Mark)  |          |
| ii) Other Professional qualifications in programming (1 Mark)   |          |
| iii) Experience in of at least 5 yrs in software development (1 Mark)   |          |
| iv) Specific experience in monitoring and evaluation systems (1 Mark)   |          |
| <b>8. Project Manager</b>   | 5 Marks  |
| i) Bachelor's degree in Computer Science, Computer Programming or IT related courses (2 Mark)   |          |
| ii) Professional qualification in Project Management related courses eg ITIL, COBIT, Prince2 or any other related courses (1 Marks)   |          |
| iii) Experience in of at least 5 yrs as project manager for both (a) the designs/ development of MIS implemented in client server architecture and (b) design/development of dynamic, monitoring and evaluation system or related field (1 Marks) |          |
| iv) Experience /Knowledge on GIS design, development and integration (1 Marks)  |          |
| <b>9. Quality Assurance Specialist</b>  | 5 Marks  |
| v) Bachelor's degree in Computer Science /IT or related field (1 Mark)  |          |
| vi) Professional qualifications in programming (1 Marks)  |          |
| vii) Experience in of at least 5 yrs in quality assurance (designing and manipulating test data, validating stored procedures, jobs, triggers, replications etc – preferably M&E systems (2 Marks)  |          |
| viii) Specific experience in monitoring and evaluation systems (1 Marks)  |          |
| <b>10. Business Analyst/System Analyst</b>  | 3 Marks  |
| i) Bachelor's degree in Computer Science , Computer Programming or IT or related field (1 Mark)   |          |
| ii) Experience in of at least 5 yrs in system analysis and design including M&E Systems (2Marks)  |          |
| (c) Clear project plan indicating start and end of project implementation milestones and responsibility. (3 Marks)  | 3Marks   |
| <b>Supply, installation, configuration, testing and commissioning lead time</b>   |          |
| • Upto 90 days (3 Marks)  | 3 Marks  |
| • Upto 100 days (2 Marks)   |          |
| • beyond 120 days (1 Mark)  |          |
|   |          |
| <b>Firms after sales maintenance support</b>  | 5 Marks  |
| (i) Trained local support personnel (engineers, technicians etc) (1 Marks)  |          |
| (ii) Warranty terms and conditions  |          |

|  |          |
|--|----------|
| (a) $\geq$ 1 year (2 Marks)  |          |
| (b) < 1 year (1 Mark)  |          |
| (iii) Upgradeability of the software (0.5 Mark )   |          |
| (iv) Evidence of two (2) SLA and Annual Technical Support Service Contract currently under implementation or implemented in at least one the last one year (0.5 Mark)  |          |
| <b>REFERENCE SITES (18 Marks )</b>   | 18 Marks |
| Evidence of projects implemented with completion certificates  |          |
| At least 3 similar projects/implemented with reference letters from the agencies of Not more than five years. The references should demonstrate similar experience in developing and deploying similar M&E systems and the firm's capability to offer seamless integration. Bidder must list three clients in the last three years and attach the following; |          |
| i. Letters of recommendations (1 Mark for each of the 3 sites)   |          |
| ii. Recognition and Awards (Max 2 Marks)   |          |
| <b>Site visit to confirm the following:</b>  |          |
| - Existence of the site (1 Mark per site)  |          |
| - Is it an active site (0.5 Mark per site )  |          |
| - Integration with other systems (1 Marks)   |          |
| - Systems Security (1 Marks)   |          |
| - Modern Software Development Lifecycle Technologies (1.5 Mark)  |          |
| - User alerts (1 Mark)   |          |
| - Ease of use (2 Mark)   |          |
| - Reporting capability (2 Marks)   |          |
| <b>Methodology And Work Plan</b>   | 9 Marks  |
| <b>Methodology And Work Plan</b>   |          |
| Adequate demonstration of the Implementation methodology   |          |
| i. Work plan (1 point)   |          |
| ii. Functional Requirement Gathering (1 point)   |          |
| iii. Development of the Application (1 point)  |          |
| iv. Coding (1 point)   |          |
| v. UAT (1 point)   |          |
| vi. Quality Assurance (1 point)  |          |
| vii. Data Migration (1 point)  |          |
| viii. Knowledge Transfer (1 point)   |          |
| ix. Process discovery and documentation (1 point)  |          |
|  |          |
| <b>Solution technology and Framework as per the systems</b>  | 20 Marks |
| Adequate provision of the General Systems Requirements (Operating Environment, Systems Architecture, Interface and security) (3 Marks)   |          |
| • Provision of a clear technical design of the solution including Application and Infrastructure architecture. (2 Marks)   |          |

|   |     |
|---|-----|
| Design & development of the HIV Implementing Partners Online Reporting System (HIPORS) Module (5 Marks) |     |
| Design & development of Community AIDS Program Reporting (CAPR) (5marks)                                |     |
| Design & development of Maisha Certification System (5marks)  |     |
| Total Marks   | 100 |

**FINANCIAL PROPOSAL TO BE INCLUDED IN A SEPARATE ENVELOPE**

| No. | System                                      | Quantity | Unit Cost (Kshs) | Installation Price (Kshs) | Incidentals charges (if any) | Total Price Kshs. Inclusive of all taxes (Kshs) |
|-----|---|----------|------------------|---------------------------|------------------------------|---|
| 1.  | Maisha Certification System                 |          |                  |                           |                              |   |
| 2.  | CAPR  |          |                  |                           |                              |   |
| 3.  | HIPORS                                      |          |                  |                           |                              |   |
| 4.  | Service Level Agreement for NACC M&E System |          |                  |                           |                              |   |

Authorized Official: .....

Name.....

Signature .....

Date .....



**PAST EXPERIENCE/REFERENCE CLIENTS DETAILS FOR  
TENDER NO. NACC/RFP/030/2017/2018 DEVELOPMENT OF M&E SYSTEM**

**Please provide at least THREE SIMILAR ASSIGNMENTS you have undertaken in the last three years. The referees MUST sign and stamp below;**

**Client name (Organization) -----**

**Address-----**

**Tel.No. (Office) -----Mobile No-----**

**Contact person-----**

**Position in the organization-----**

**Value of the Contract: Kshs -----**

**Type of System Developed and Deployed**

- (i) -----**
- (ii) -----**
- (iii) -----**
- (iv) -----**
- (v) -----**
- (vi) -----**
- (vii) -----**
- (viii) -----**

**Commencement Date of Project; -----**

**Date project completed-----**

**Completion Certificate issue date; -----**

**Signature and stamp of client-----**

**Date; -----**

## SECTION VI - TECHNICAL SPECIFICATIONS

### 6.1 **GENERAL**

6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.

6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products

6.1.4 The tenderers are requested to present information along with their offers as follows;-

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

## **SECTION VI – TECHNICAL SPECIFICATIONS**

### **6.2 PARTICULARS**

*[Text of Technical Specifications to be inserted in the tender documents by the Procuring entity, as applicable]*

#### **NATIONAL AIDS CONTROL COUNCIL M&E SYSTEM**

##### **1.0 Introduction**

The National AIDS Control Council would like to develop the NACC M&E system that will provide seamless interface for its existing Monitoring and Evaluation sub-systems, these systems includes HIV Implementing Partners' Online Reporting System (HIPORS), Maisha certification System and Community AIDS Program Reporting system (CAPR).

##### **1.1: Summary and functions of NACC M&E Systems**

###### **1.1.1 Community AIDS Program Reporting (CAPR)**

The Community AIDS Program Reporting (CAPR) system is one of the routine M&E Sub systems that collects data on a monthly basis from HIV programs implemented at the community level. CAPR is a key component of the unified response information system (UHRIS) responsible for reporting on selected Kenya AIDS Strategic Framework (KASF) indicators as outlined in the Monitoring and Evaluation (M&E) framework. This system address comprehensively the reporting needs for the Non-Governmental Organizations, Faith Based Organizations and Community Based Organizations including reporting for all the HIV related activities that are undertaken at community level outside of the Health facilities.

###### **1.1.2 MAISHA Certification System**

The Maisha certification system is a system that is used by the Ministries and Departments (MDAs) institutions to report on HIV prevention activities in line with the public sector reporting framework as per the Performance Contract requirements. This system targets the over 320 public sector institutions that are expected to report on agreed performance contract targets. In addition, the counties and private sector institutions are also expected to report through this same system.

### **1.1.3 Implementing Partners Online Reporting System (HIPORS)**

The implementing partners Online Reporting System (HIPORS) is a system that facilitate easy submission of annual reports to NACC on HIV and AIDS resources and areas of utilization to inform and guide the National HIV Response in line with the Kenya AIDS strategic framework. The HIPORS system has been in use for the last two and half years.

### **1.2 Justification**

National AIDS Control Council within its core mandate of developing a robust one country level M&E system as envisaged in its legal mandate, require a unified information system that has capability to host the M&E subsystems under the NACC and at the same time ensure interoperability with other external national and global systems that are of interest to the HIV response.

The current NACC M&E Subsystems exist as stand-alone platforms with some facing various challenges that have affected the smooth operation of those systems. Access to the system has remained low hence inhabiting timely data capture and generation of the required strategic reports that inform policy and decision making processes.

Based on the above mentioned challenges and recommendations from the stakeholders, the NACC plans to develop one M&E system that is capable of hosting all the current M&E subsystems existing within NACC. The NACC M&E system is expected to consolidate all the current stand-alone systems into a single platform that is highly scalable and interoperable with other internal and global related systems.

### **1.3 Goals and Objectives**

It's expected that once the proposed NACC M&E system is implemented:

- To consolidate the M&E subsystems (HIPORS, CAPR, Maisha Certification system) into one single platform called NACC M&E System using the most current technology.
- To develop a system that is scalable, interoperable, accessible, easy to use and capable of accepting application program interface from internal, external and related systems.
- Automate data collection, analysis, reporting, evaluation and feedback through a single platform based on up to date technology.
- Consolidate administrative, technical, control and access rights for the NACC M&E System exclusively to NACC.

| <b>1.Detailed Functional Requirement for the HIV Implementing Partners Online Reporting System(HIPORS) Module</b> |                     |  |                            |  |
|---|---------------------|--|----------------------------|--|
| <b>NO</b>   | <b>Requirements</b> | <b>Detailed Requirement Specifications</b>   | <b>Mandatory/ Optional</b> | <b>Compliance to Requirements (Yes/No)</b> |
| <b>1.1</b>  | System Integration  | <p>The proposed upgraded HIPORS system shall have an interface with the ability to integrate with other NACC M&amp;E systems such as</p> <ol style="list-style-type: none"> <li>1. Kenya HIV Situation Room</li> <li>2. CARP</li> <li>3. MAISHA</li> </ol> <p>The proposed system shall also have an interface to integrate with the</p> <ol style="list-style-type: none"> <li>1. NGOs coordination board database of HIV implementing partners</li> <li>2. Developments partners databases indicating the amount they have funded each IP, to enable easy tracking of the IPs which are not reporting as per the requirements</li> </ol> | M                          |  |
| <b>1.2</b>  | GIS Component       | <p>The proposed system shall have A GIS component that will allow users to:</p> <ol style="list-style-type: none"> <li>1. Manipulate, analyze, manage and display all kinds of spatial or geographical data in relation to HIV activities in the country and by each county, sub-county and facility level.</li> <li>2. It shall also allow users to display implementing partners' activities in the country on a map.</li> <li>3. Partners mapping; The system will allow partners mapping per county ; who and where they are located</li> </ol>  | M                          |  |

|     |                                 |   |   |  |
|-----|---------------------------------|---|---|--|
| 1.3 | Reporting Levels                | <p>The Current HIPORs system only support the reporting at the county level.</p> <ol style="list-style-type: none"> <li>1. The proposed system shall allow implementing partners to report on their HIV and AIIDS activities up to the sub -county and facility levels.</li> <li>2. It shall also allow government institutions which are funded to implement HIV activities such as, National Treasury, NASCOP, NACC, other MOH divisions and the county government to report on the activities supported by development partners.</li> </ol>  | M |  |
| 1.4 | Intervention Reporting          | <p>The proposed System shall:</p> <ol style="list-style-type: none"> <li>1. Allow the Implementing partners to report on the specific amount used each of the HIV and AIDS interventions.</li> <li>2. The system also shall allow the implementing partners to indicate the amount used on administrative purposes and procurement e.g. of vehicles to ensure there is clarity on what goes to intervention.</li> <li>3. The Upgraded HIPORs shall allow the Ministry of health to create/introduce other interventions such as Malaria and TB and allow the implementing partners to report on their intervention programs which will be useful for the GF Funding in TB, Malaria and HIV</li> </ol> | M |  |
| 1.5 | Offline Mode and Mobile Version | <ol style="list-style-type: none"> <li>1 The upgraded system shall have an offline mode to</li> </ol>   | M |  |

|            |                       |  |   |  |
|------------|-----------------------|--|---|--|
|            |                       | <p>allow users/implementing partners to input and store data when they are not connected to internet and allow automatic upload when the user get connected to the internet</p> <p>2 The proposed system MUST also have a mobile version</p>   |   |  |
| <b>1.6</b> | Reports Dashboard     | <ol style="list-style-type: none"> <li>1. The upgraded system shall allow users to generate customized reports that would fit their reporting needs.</li> <li>2. The system also shall have a reports dashboard that shows the following: Progress report with achievements and budgets utilization, Reporting Trend and summary inform of graphs and tables.</li> <li>3. The user should be able to filter reports by counties, Sub County, Interventions and download in PDF or excel for further analysis.</li> <li>4. Reports to be generated; List of Indicators, Grant detail, finance component, Programmatic, recommendation and actions for the next Year.</li> </ol> | M |  |
| <b>1.7</b> | Instruction dialogue  | <ol style="list-style-type: none"> <li>1. The system shall have dialogue that provides instructions and other information about the system operations and functions.</li> <li>2. The System shall also have an online support module to enable question and answer session between the user and MIS – NACC.</li> </ol>   | M |  |
| <b>1.8</b> | System Administration | <ol style="list-style-type: none"> <li>1. The proposed system shall allow the administrators to modify</li> </ol>  | M |  |

|             |                              |   |   |  |
|-------------|------------------------------|---|---|--|
|             |                              | <p>the reporting templates and interventions.</p> <ol style="list-style-type: none"> <li>2. The proposed system shall also allow administrators to Management of reporting organization Meta data and access rights to the system.</li> <li>3. System should NACC HODs to access the system using the active directory credentials</li> </ol>   |   |  |
| <b>1.9</b>  | System Security              | <ol style="list-style-type: none"> <li>1. The System MUST have a robust security administration and authorization profiles that assure system access</li> <li>2. The system MUST execute authority checks in its security administration and authorization profiles to ensure only authorized individuals can access the system or perform specific operations.</li> <li>3. The system MUST be able to provide audit Trail</li> </ol> | M |  |
| <b>1.10</b> | System Auto-lock             | <ol style="list-style-type: none"> <li>1. Lock out who do not report within the frame specified.</li> <li>2. Must allow administrator to re-open the system upon request.</li> </ol>  | M |  |
| <b>1.11</b> | Automated email + SMS alerts | <p>The system shall send:</p> <ol style="list-style-type: none"> <li>1. Automatic email alerts and SMS to remind the reporting organizations of impending system lock-out for late reporting</li> <li>2. Similar automated alerts acknowledging reports submitted</li> <li>3. Be able send a block email/BLAST Email as well as to individual IPs</li> </ol>  | M |  |

|             |               |  |   |  |
|-------------|---------------|--|---|--|
|             |               |  |   |  |
| <b>1.12</b> | Certification | 1. System should be able to send an automatic certificate to the IPs upon NACCs receiving and accepting the report | M |  |

**2. Detailed Function Requirements for Community AIDS Program Reports (CAPR) Module.**

| <b>NO</b>  | <b>Requirements</b> | <b>Detailed Requirement Specifications</b>  | <b>Mandatory/Optional</b> | <b>Compliance to Requirements (Yes/No)</b> |
|------------|---------------------|---|---------------------------|--|
| <b>2.1</b> | System Integration  | The proposed CARP system shall have an interface with the ability to integrate with other National M&E systems such as <ol style="list-style-type: none"> <li>1. DHIS2</li> <li>2. Maisha Certification System,</li> <li>3. HIPORS</li> <li>4. Kenya HIV Situation Room</li> </ol>  | M                         |  |
| <b>2.2</b> | CARP Tool           | 1. The proposed CARP system shall allow NACC to modify reporting templates as need arises.  | M                         |  |
| <b>2.3</b> | Reports Center      | <ol style="list-style-type: none"> <li>1. The Proposed system shall allow NACC to generate report against various indicators and reporting periods.</li> <li>2. The CAPR system should give a provision to generate reports according to the source of funding</li> <li>3. The proposed system should also enable the funding organizations generate customized reports that would fit their reporting needs.</li> <li>4. The system MUST give provision to generate reports according to geographical boundaries and should be GIS enabled.</li> <li>5. The CARP reports shall also be viewed from the DHIS2 through the integration.</li> <li>6. The system Must allow the user to screenshot and share reports</li> <li>7. The system MUST generate a standard report in either pdf, MS Excel, MS Word to be shared with stakeholders</li> <li>8. The system MUST generate customized reports to implementers (CBOs, NGOs and CSOs)</li> </ol> | M                         |  |

|                     |                       | <p>9. The system MUST give the percentage of implementers who have reported by 20<sup>th</sup> of each month</p>   |                     |                          |               |             |                          |      |             |  |  |  |  |  |  |  |   |  |
|---------------------|-----------------------|--|---------------------|--------------------------|---------------|-------------|--------------------------|------|-------------|--|--|--|--|--|--|--|---|--|
| 2.4                 | Inventory             | <p>1. The inventory of the CARP reporting organizations shall be stored in the CARP system in the following format?</p> <table border="1" data-bbox="456 453 1218 674"> <thead> <tr> <th>Name of Implementer</th> <th>Contact Person</th> <th>Mobile number</th> <th>email</th> <th>County of implementation</th> <th>Ward</th> <th>Designation</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>2 The system MUST allow the user to add new implementers in the inventory</p> <p>3 The system MUST auto-archive the inactive implementers who have not reported in a whole year</p> <p>4 The system MUST give users rights to edit their profile to ensure that the information in the inventory is updated</p> <p>5 The system MUST keep logs to record all changes done to the dashboard</p> | Name of Implementer | Contact Person           | Mobile number | email       | County of implementation | Ward | Designation |  |  |  |  |  |  |  | M |  |
| Name of Implementer | Contact Person        | Mobile number  | email               | County of implementation | Ward          | Designation |                          |      |             |  |  |  |  |  |  |  |   |  |
|                     |                       |  |                     |                          |               |             |                          |      |             |  |  |  |  |  |  |  |   |  |
| 2.5                 | System Administration | <p>2 The proposed system MUST allow the administrators to modify the reporting templates and indicators</p> <p>3 The proposed system MUST also allow administrators to Management of reporting organization Meta data and access rights to the system.</p> <p>4 The system MUST be have on mobile version (login, keying kin, analyze and viewing reports)</p> <p>5 The Admin user rights MUST include ability to;</p> <ul style="list-style-type: none"> <li>- View, edit, retrieve and send back reports</li> <li>- unlock the system after reporting dates have elapsed to allow an institution to report</li> </ul>  | M                   |                          |               |             |                          |      |             |  |  |  |  |  |  |  |   |  |
| 2.6                 | System Security       | <p>2 TheSystemMUSThavearobustsecurityadministrati onandauthorizationprofilesthatassuresystemaccess</p> <p>3 The system MUST execute authority checks in its security administration and authorization profiles to ensure only authorized individuals can access</p>  | M                   |                          |               |             |                          |      |             |  |  |  |  |  |  |  |   |  |

|             |                              |  |   |  |
|-------------|------------------------------|--|---|--|
|             |                              | <p>the system or perform specific operations.</p> <p>4 The system <b>MUST</b> be able to provide audit Trail</p>   |   |  |
| <b>2.7</b>  | System Auto-lock             | <p>2 Lock out who do not report by 10<sup>th</sup> of each month.</p>  | M |  |
| <b>2.8</b>  | Automated email + SMS alerts | <p>The system shall send:</p> <p>3 Automatic email alerts and SMS to remind the reporting organizations of impending system lock-out for late reporting. The emails should be sent a week before the lock-out date and another reminder two days before lock-out</p> <p>4 Can send a block email – BLAST Email as well as to individual CBOs, FBOs and NGOs</p> <p>5 Similar automated alerts acknowledging reports submitted</p>  |   |  |
| <b>2.9</b>  | Validation                   | <p>2 The system <b>MUST</b> enable restriction of the value (minimum or maximum values) entered by entities during reporting</p> <p>3 The system must ensure fields that require numeric data cannot capture text character and vice versa.</p> <p>4 The system <b>MUST</b> ensure that validation roles are set as per indicator, properties and reporting requirements.</p> <p>5 The system <b>MUST</b> not allow double entry, a pop up message should appear at the point of entry</p> | M |  |
| <b>2.10</b> | Reliability                  | <p>1 System should be available 24/7</p> <p>2 The proposed system <b>MUST</b> be easy to use and easy to load on any internet platform</p> <p>3 The system <b>MUST</b> have an offline version to allow usage whenever internet is not available</p>   | M |  |
| <b>2.11</b> | Certification                | <p>1 The system <b>MUST</b> automatically and securely generate the certificates of all CBOs, FBOs and NGOs reporting consistently for 12 months</p> <p>2 The certificate <b>MUST</b> be watermarked and printable by the reporting entity with a unique reference number for certificate validation/ authentication</p> <p>3 The unique reference number/identifier <b>MUST</b> be generated by the system</p>  | M |  |

|      |                      |   |   |  |
|------|----------------------|---|---|--|
| 2.12 | Reporting Level      | <ol style="list-style-type: none"> <li>1 The system MUST allow Reporting Organizations to key in reports at the ward level.</li> </ol>  | M |  |
| 2.13 | Reporting Dashboard  | <ol style="list-style-type: none"> <li>1 The system MUST have a reports dashboard that shows the following: Progress report, Reporting Trend and summery inform of graphs and tables.</li> <li>2 The system MUST be able to link Standard reports to the NACC Website</li> </ol>                                  | M |  |
| 2.14 | Instruction dialogue | <ol style="list-style-type: none"> <li>1 The system MUST have dialogue that provides instructions and other information about the system operations and functions.</li> <li>2 The System MUST also have an online support module to enable question and answer session between the user and MIS –NACC.</li> </ol> | M |  |
| 2.15 | GIS Component        | <p>The proposed system MUST have A GIS component that will allow users to:</p> <ol style="list-style-type: none"> <li>1 manipulate, analyze, manage and display all kinds of spatial or geographical data in relation to HIV activities in the country and by each county and Ward</li> </ol>                     | M |  |

| <b>3. Detailed Functional Requirements for Maisha Certification Module.</b> |  |   |                            |  |
|---|--|---|----------------------------|--|
| <b>No</b>   | <b>Requirements</b>  | <b>Description of work</b>  | <b>Mandator y/Optional</b> | <b>Compliance to Requirements (Yes/No)</b> |
| 3.1   | Interoperability   | The Proposed System MUST be inter operable with other internal and external systems. Key systems include- HIPORS, DHIS, CAPR, and Situation Room.   | M                          |  |
| 3.2   | Screen and report design: “Maisha” forms with the indicators | <ol style="list-style-type: none"> <li>1 The proposed System MUST be able to Create the following online forms; inventory, work plan, baseline survey and quarterly reporting templates.</li> <li>2 The Proposed system MUST be able Create online Maisha1 Baseline Survey Questionnaire form for MDAs, County governments and Private sector, include analytics of the data and capability to generate a report on key variables automatically.</li> <li>3 The System MUST allow Creation of indicators and entity relationships for “Maisha1” and Maisha2 forms for the MDAs, County Government and Private sectors.</li> </ol> | M                          |  |

|     |                      |  |   |  |
|-----|----------------------|--|---|--|
|     |                      | <p>4 The System MUST ensure the indicators can be inter-related and inter-linked across different Maisha forms per entity</p> <p>5 The system MUST enable institutions to submit annual work plans (with targets) and indicators linked to the “Maisha 1 and 2” Quarterly reporting templates</p>  |   |  |
| 3.3 | Inventory            | <p>1 The proposed System MUST have inventory to contain details of the institution which include categorizing institutions into relevant sectors, ministries and broad categories.</p>   | M |  |
| 3.4 | Automatic evaluation | <p>1 The system MUST have predetermined formulae to run the performance of an entity per indicator and reporting requirements.</p> <p>2 The Proposed System MUST send a score sheet for each entity upon evaluation.</p>   | M |  |
| 3.5 | Data Validation      | <p>1 The System MUST enable restriction of the value (minimum or maximum values) entered by entities during reporting.</p> <p>2 The system MUST ensure fields that require numeric data cannot capture text characters and vice versa.</p> <p>3 The System MUST ensure that validation rules are set as per indicator properties and reporting requirements.</p> | M |  |

|      |                               |   |   |  |
|------|-------------------------------|---|---|--|
| 3.6  | Certification system          | <ol style="list-style-type: none"> <li>1 The System <b>MUST</b> automatically and securely generate the certificates for all reporting institutions compliant to the requirements set by the Maisha Certification guidelines.</li> <li>2 The certificate shall be watermarked and printable by the reporting entity with a unique reference number for certificate validation / authentication.</li> <li>3 The unique reference number/identifier <b>MUST</b> be automatically generated by the system</li> </ol> | M |  |
| 3.7  | Online Certificate Validation | <ol style="list-style-type: none"> <li>1 All certificates Shall contain a unique reference number which reporting institutions or any other third party can use to validity and authenticate</li> </ol>   | M |  |
| 3.8  | SMS Certificate Validation    | <ol style="list-style-type: none"> <li>1 Authenticity and validation of certificates <b>MUST</b> be confirmed by sending a text message to NACC short code</li> </ol>   | M |  |
| 3.9  | Automated Date Stamp          | <ol style="list-style-type: none"> <li>1 This <b>MUST</b> identify the different deadlines set (Submission dates and target setting) to enable reporting based on the actual period of reporting</li> </ol>   | M |  |
| 3.10 | Automated email + SMS alerts  | <ol style="list-style-type: none"> <li>1 The system <b>MUST</b> generate Automatic email alerts and SMS to remind institutions to submit their quarterly reports/ annual work plans and warnings of impending system lock-out for late reporting</li> <li>2 The system Shall also generate automated alerts</li> </ol>  | M |  |

|      |  |   |   |  |
|------|--|---|---|--|
|      |  | acknowledging reports submitted   |   |  |
| 3.11 | Internal validation of reports before submission | 1 The System MUST provide for online hierarchical review of reports and work plan within institution before submission.   | M |  |
| 3.12 | Customized Report center                         | 1 The system Must have customized Reports for the entities, generated against various indicators within specified reporting periods   | M |  |
| 3.13 | Institution Ranking                              | 1 The proposed system Shall support graduated ranking of reporting of institutions  | M |  |
| 3.14 | Offline Mode and Mobile Version                  | 1 The proposed system MUST have a mobile Version and Offline Mode version   |   |  |
| 3.15 | Instruction dialogue                             | 1 The system shall have dialogue that provides instructions and other information about the system operations and functions.<br>2 The System shall also have an online support module to enable question and answer session between the user and MIS –NACC. | M |  |

|                                       |                         |  |                    |                                     |
|---------------------------------------|-------------------------|--|--------------------|-------------------------------------|
| 3.16                                  | Reports Dashboard       | <ol style="list-style-type: none"> <li>1 The system <b>MUST</b> have a reports dashboard that shows the following:<br/>Progress report, Reporting Trend and summery inform of graphs and tables.</li> <li>2 The user shall be able to filter reports by institutions, categories, indicators and download in PDF or excel for further analysis.</li> </ol>   | M                  |                                     |
| 3.17                                  | System Auto-lock        | <ol style="list-style-type: none"> <li>1 The system shall be able to lock out institutions which do not report within the specified dates</li> </ol>   | M                  |                                     |
| 3.18                                  | System Administration   | <ol style="list-style-type: none"> <li>2 The System <b>MUST</b> enable secure modification of the reporting templates and indicators</li> <li>3 The System <b>MUST</b> enable Management of reporting institution meta data and access rights to the platform</li> <li>4 The System <b>MUST</b> enable Management of the system certified tool</li> <li>5 The Admin user rights shall include ability to; <ul style="list-style-type: none"> <li>- View, edit, retrieve and send back reports</li> <li>- unlock the system after reporting dates have elapsed to allow an institution to report</li> </ul> </li> <li>6 The Proposed System <b>MUST</b> Have provision for registration of the institutions.</li> </ol> | M                  |                                     |
| <b>Project Management Requirement</b> |                         |  |                    |                                     |
| Requirement Number                    | Requirement description |  | Mandatory/Optional | Compliance to Requirements (Yes/No) |

|                                    |   |   |  |
|------------------------------------|---|---|--|
| 1                                  | The bidder MUST provide information on the proposed, recognized methodology for implementing the monitoring and Evaluation System including the functional analysis, installation, configuration, testing, staging, data migration deployment activities, risk management, and training services. | M |  |
| 2                                  | The Bidder MUST develop an overall implementation strategy which includes a comprehensive project implementation plan; it shall include but not be limited to.<br>1 Tasks estimation<br>2 Project planning<br>3 Work allocation<br>4 Progress tracking and monitoring<br>5 Reporting scenarios    | M |  |
| 3                                  | The bidder MUST develop technical standards for modifications, security, conversion, and system administration for all modules.   | M |  |
| 4                                  | The bidder MUST describe the project management team structure along with the roles and responsibilities of all team members.   | M |  |
| 5                                  | The bidder MUST describe the approach that will be used for task management and tracking as well as project meetings and documentation, as well as the updating of the senior management on timely status of the project.   | M |  |
| 6                                  | The bidder MUST describe what resources (Business & IT resources) will be necessary for the project to succeed including clear resource roles and responsibilities during the project and how to better utilize these resources, and transfer the knowledge for them.                             | M |  |
| 7                                  | The bidder MUST describe what procedures will be used to keep the project on track, and what escalation procedures will be used to address any problems with project progress.  | M |  |
| 8                                  | The bidder MUST provide specifications and a list of all project deliverables   | M |  |
| <b>Data Migration Requirements</b> |   |   |  |
| 1                                  | The system MUST have capability for data conversion.  | M |  |
| 2                                  | The system MUST have exception reports to capture items not converted Automatically during data conversion.   | M |  |
| 3                                  | The system MUST have functionality for methods to verify conversion e.g. File comparisons, balance/ totals etc.   | M |  |

|   |  |   |  |
|---|--|---|--|
| 4   | The system MUST have Parameters for successful conversion, e.g.<br>Percentages consistency   | M |  |
| 5   | The Bidder MUST provide in the Technical proposal, sufficient details<br>Covering the data conversion approach to be adopted to ensure sound data migration:<br><ol style="list-style-type: none"> <li>1 Database analysis</li> <li>2 Data mapping.</li> <li>3 Post- conversion cleanup.</li> <li>4 Conversion coding development.</li> <li>5 Data integrity checking and audit methodology.</li> </ol>  | M |  |
| <b>Training and Knowledge Transfer</b>      |  |   |  |
| 1   | The Bidder MUST provide information on the types of training to be offered for super users, end users IT personnel, among others   | M |  |
| 2   | The information provided should include:<br><ol style="list-style-type: none"> <li>1 Training strategy and plan for pre and post implementation</li> <li>2 Type of training and modules provided</li> </ol>  | M |  |
| 3   | The bidder MUST provide Knowledge Transfer Plan.<br>The approach MUST cover the following:<br><ol style="list-style-type: none"> <li>1 Functional Area: by which the key-users MUST be able to configure, setup, and handle any new requirements after the implementation. This will allow NACC to continue with process improvement exercises after the completion of the implementation.</li> <li>2. Technical Area: by which the IT personnel of NACC MUST have the sufficient knowledge that qualify them to carry out:</li> <li>3. System administration (ability to maintain, install, configure) especially in the initial stages of testing and implementation.</li> </ol> | M |  |
| <b>Testing and acceptance</b>               |  |   |  |
| 1   | The bidder MUST design and develop detailed functional test specifications and Scripts that cover all possible functional scenarios with the help of system users for all the modules.   | M |  |
| 2   | The bidder must participate in the User Acceptance Testing processes and be available for consultation during this process   |   |  |
| 3   | The bidder must implement results of all test activities conducted during the project  |   |  |
| <b>Implementation Schedule and Location</b> |  |   |  |

|   |  |   |  |
|---|--|---|--|
| 1 | The implementation will be done at the NACC offices at Landmark Plaza, Argwings Kodhek Road, Nairobi, Kenya.   | M |  |
|   | <p>The implementation schedule should be no more than 6 months, addressing the following requirements, among others:</p> <ol style="list-style-type: none"> <li>1 Project organization and management plan</li> <li>2 Regular updates to the NACC Project Management team on the progress of the project.</li> <li>3 Hardware procurement, where necessary.</li> <li>4 Testing schedules such as unit testing, integration testing, etc.</li> <li>5 User Acceptance testing, Performance testing and regression testing</li> <li>6 Training for Administrators and End Users</li> <li>7 Software launch</li> <li>8 Go Live</li> <li>9 Provision of all documentation and manuals.</li> <li>10 Sign – offs</li> <li>11 Official handover and commissioning of the system</li> <li>12 Task, time and resource scheduling</li> </ol>  |   |  |
| 2 | <p>As part of the implementation plan, the bidder should clearly demonstrate how the following reporting components have been incorporated as part of their implementation schedule:</p> <ol style="list-style-type: none"> <li>1 Updates to the Project Management and team summarizing: <ul style="list-style-type: none"> <li>• Results accomplished between the reporting periods</li> <li>• Deviations from project plan/milestones and reasons for such</li> <li>• Corrective actions to be taken and their due dates</li> <li>• Other issues and outstanding problems and proposed corrective actions that should be undertaken</li> <li>• Actions that should be undertaken by NACC and due dates</li> </ul> </li> <li>2 Other issues that the bidder foresees could impact on the project’s progress or effectiveness. <ul style="list-style-type: none"> <li>• Project management reports</li> <li>• Inspection and quality assurance reports</li> <li>• Training participants test results</li> <li>• Log of service calls and problems resolution</li> </ul> </li> </ol> | M |  |

|   |  |   |  |
|---|--|---|--|
| 3   | The Bidder is required to provide the specification and description of the different Phases and activities of the project .The plan shall clearly specify the start and end dates (relative to contract signing) of each of the project phases specifying key milestones allowing visibility of project progress.  | M |  |
| <b>Hardware and Operating System Requirements</b>                   |  |   |  |
| 4   | The bidder MUST indicate whether the system will work optimally in a Virtual Environment running VMware and Windows Server operating systems   | M |  |
| 5   | While it is expected that the bidder will conduct technical architecture/sizing exercise during the Definition Phase to determine the required infrastructure required to host the solution appropriately ,the bidder MUST estimate from previous experiences the following:<br><ol style="list-style-type: none"> <li>1 The Computer servers' configuration and architecture including</li> <li>2 Number of applications and database servers, memory size requirements ,CPU</li> <li>3 power requirements and hard disk capacity requirement for each server</li> <li>4 Assess and evaluate the current infrastructure and recommend the best way to utilization order to get the maximum reuse of the current hardware Assess current network connectivity, speed, stability, and recommend any required updates.</li> <li>5 Recommend other communication requirements, backup, printing, development tools, etc.</li> </ol> | M |  |
| 6   | The Bidder MUST conduct technical architecture/sizing exercise during the Definition Phase to determine the required infrastructure required to host and run the solution appropriately.   | M |  |
| 7   | The Bidder MUST ensure that the implementation is secure and reliable for Access to the implemented solution.  | M |  |
| 8   | The Bidder MUST propose the optimal connectivity required for the solution Within a WAN environment while utilizing the NACC's current infrastructure.<br>The Bidder MUST also recommend any additional optional bandwidth and security requirements to the existing infrastructure  | M |  |
| <b>Warranty, Post implementation and Annual Maintenance Support</b> |  |   |  |
| 1   | The Bidder MUST describe the approach and plan to  | M |  |

|   |   |   |  |
|---|---|---|--|
|   | provide on-site support for six months  |   |  |
| 2 | The Bidder MUST describe the services and activities that will be provided during the six months off-site support   | M |  |
| 3 | The Bidder will be expected to provide comprehensive maintenance of the M&E system after the post-implementation support period. This will include all aspects of the system support including software updates, among others. This will be spelt out in a Service Level Agreement (SLA) between the bidder and NACC. | M |  |

### Duties, Responsibilities and Expected Outputs of the Consulting Firm

| Report/ Output/ Deliverable   | Description   | Indicative Time of Completion                   |
|---|---|---|
| Inception Report  | Inception report (detailing schedule of work, key staff deployment, methodology, etc. submitted in electronic and hard copies   | 1 week after commencement of services           |
| Systems analysis report   | All key aspects of design (M&E system structure, indicators, report formats, information flow, internal and external website structure and hosting arrangements, additional hardware/software/ data/ connectivity Requirements, institutional arrangements, etc.) | Two Weeks after the commencement of the service |
| Minutes/ agreements of consultation meetings with NACC Project Team | Minutes, list of agreements, and persons consulted/met during consultations/ meetings on: (1) identifying/ refining system requirements; (2) refining the draft system design & use case or mock-up.  | 1 day after the conduct of the meeting.         |

|   |  |  |
|---|--|--|
| <p>System Design Specifications and Use Case/Mock-up (with diagram)</p> | <p>The Use Case or Mock-up should provide the simplified and graphical representation of what the system actually does. It depicts the different types of users and the various ways that they interact with the system.</p> <p>The System Design Specification should define the architecture, network design and layout, components, modules, and interfaces of the system. It should also describe the data flows, inputs, outputs, and storage, processing and backup or recovery configurations.</p> <p>These should be submitted in electronic and hard copies</p> | <p>2 Weeks after the commencement of the service</p> |
| <p>Detailed Work Plan</p>   | <p>It should contain a Gantt chart showing the activities to be undertaken by the Consulting Firm, indicating milestones, schedule, and personnel assigned and their respective roles. It should be submitted in electronic and hard copies</p>  | <p>2 week after commencement of the exercise.</p>    |
| <p>Quality Assurance Module</p>   | <p>A module that can be accessed by the NACC Team and concerned actors in NACC designed to: (1) keep track/document the progress of development of the planned features/components/routines; (2) facilitate user testing/review, bug reporting and tracking; and (3) document system crashes/failures and corresponding</p>  | <p>One week before user-testing</p>                  |

|                       |  |  |
|-----------------------|--|--|
| The NACC M&E System   | Development of a web-based, SQL-based, Monitoring and Evaluation System For NACC, based on the approved System Design Specifications and Use Case/Mock-up  | Within 6 Months Commencement of the exercise |
| User Manual           | Produced in two forms: <ul style="list-style-type: none"> <li>• Operations manual (booklet) on how to use the system, which should cover all types of users and all types of system interactions.</li> <li>• E-Learning module (web-based, complete with screenshots.</li> </ul> | One week before the start of user Training   |
| Training Manual       | A step-by-step guide on how to conduct a training for first time users of the system   | One week before the start of user training   |
| Progress reports      | Should be submitted in electronic and hard copies.   | Monthly                                      |
| Systems' source codes | Including data files and other support files for the M&E System  | At the end of the service                    |
| Final Report          | Final overview of activities, review of M&E System use, user perspectives, issues, suggestions for Improvement and sustainability.<br>It shall be submitted in soft and hard copies  | At the end of the service                    |

**Qualifications of the Consultancy Firm and Key Personnel**

The consultant firm should have prior experience in designing, developing and supporting Implementation of a computerized and web-enabled Monitoring and Evaluation System

The consultants firm must have considerable experience in design and operationalization of monitoring and evaluation

**List of Key Professional Positions whose CV and experience would be Evaluated:**

The Consultant will provide a team of experts with the following skill sets who shall be adequately. Qualified and experienced in both Development projects and IT related Field to satisfactorily and Timely deliver the expected outputs.

| <b>Name of Position</b>    | <b>Key qualification</b>   | <b>Experience</b>  |
|----------------------------|--|--|
| Team Leader                | Post Graduate in IT/Computer Science<br>Other Related professional Qualifications required   | Minimum of 6 years' experience in systems and software development which includes at least 5 years of Experience in monitoring Evaluation systems or related.  |
| Programmers/Developers (3) | Graduate in Computer Science/Information Technology or related.<br>Professional Qualifications in Programming.   | Minimum 5 years of experience in software development which includes experience in developing monitoring and evaluation system   |
| Project Manager            | Bachelor's Degree in Computer Science, Computer Programming, or other IT-related course.<br>Bachelor Degree in Project management.<br>Professional qualification in Project Management Related courses such as ITIL, COBIT, Prince2 or any other related course. | Should have at least three (5) years of work experience as project manager for both: (a) the design/ development of MIS implemented in client-server architecture. (b) Design/ development of dynamic, Monitoring and Evaluation system or related.<br><br>Should have knowledge on GIS design, development, and integration |
|                            |  |  |

|                                 |   |   |
|---------------------------------|---|---|
| Quality Assurance Specialist    | Bachelor's Degree in Computer Science, Computer Programming, or other IT-related course.<br>Professional Certifications | At least five (5) years of work experience as a quality assurance specialist (designing and manipulating test data, validating stored procedures, jobs, triggers, replication, etc.) preferably monitoring and Evaluation systems |
| Business Analyst/System Analyst | Bachelor's Degree in Computer Science, Computer Programming, or other IT-related course.                                | Should have at least Five (5) years of work experience in System analysis and design including M&E systems.   |

Notwithstanding the qualifications to deliver the tasks listed above, the Consultant shall remain Fully responsible to deliver the described project output.

## SECTION VII - STANDARD FORMS

### *Notes on the Standard Forms:*

#### **7.1 Form of Tender**

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

#### **7.2 Confidential Business Questionnaire Form**

This form must be completed by the tenderer and submitted with tender documents

#### **7.3 Tender Security Form**

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

#### **7.4 Contract Form**

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

#### **7.5 Performance Security form**

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

#### **7.6 Bank Guarantee for Advance Payment.**

When there is an agreement to have Advance payment, this form must be duly completed.

### **7.7 Manufacturer's Authorization Form**

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

- 7.8 Letter of Notification
- 7.9 Form RB1
- 7.10 Self-Declaration Form on Debarment
- 7.11 Anti-Corruption Declaration
- 7.12 Bank Details Form

7.1 **FORM OF TENDER**

Date

\_\_\_\_\_
Tender No. \_\_\_\_\_

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

\_\_\_\_\_
[name and address of procuring entity]

Gentlemen and/or Ladies:

- 1. Having examined the tender documents including Addenda Nos. .... [insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... (insert equipment description) in conformity with the said tender documents for the sum of ..... (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....( Procuring entity).
4. We agree to abide by this Tender for a period of ..... [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_20

\_\_\_\_\_
[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business

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

### *Part 1 – General:*

Business Name .....

Location of business premises. ....

Plot No..... Street/Road .....

Postal Address ..... Tel No. .... Fax ..... E mail ..... Nature of Business,.....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs...

Name of your bankers ..... Branch .....

### Part 2 (a) – Sole Proprietor

|         | Your name in full ..... Age .....<br>Nationality ..... Country of origin .....<br>• Citizenship details<br>.....<br>•   |                     |             |                     |        |        |  |  |  |         |  |  |  |         |  |  |  |         |  |  |  |
|---------|---|---------------------|-------------|---------------------|--------|--------|--|--|--|---------|--|--|--|---------|--|--|--|---------|--|--|--|
|         | <h3>Part 2 (b) Partnership</h3> Given details of partners as follows:<br><table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>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> </tbody> </table>  | Name                | Nationality | Citizenship Details | Shares | 1..... |  |  |  | 2.....  |  |  |  | 3. .... |  |  |  | 4. .... |  |  |  |
| Name    | Nationality   | Citizenship Details | Shares      |                     |        |        |  |  |  |         |  |  |  |         |  |  |  |         |  |  |  |
| 1.....  |   |                     |             |                     |        |        |  |  |  |         |  |  |  |         |  |  |  |         |  |  |  |
| 2.....  |   |                     |             |                     |        |        |  |  |  |         |  |  |  |         |  |  |  |         |  |  |  |
| 3. .... |   |                     |             |                     |        |        |  |  |  |         |  |  |  |         |  |  |  |         |  |  |  |
| 4. .... |   |                     |             |                     |        |        |  |  |  |         |  |  |  |         |  |  |  |         |  |  |  |
|         | <h3>Part 2 (c) – Registered Company</h3> Private or Public .....<br>State the nominal and issued capital of company-<br>Nominal Kshs. ....<br>Issued Kshs. ....<br>Given details of all directors as follows<br><table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. ....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> Date.....Seal/Signature of Candidate ..... | Name                | Nationality | Citizenship Details | Shares | 1..... |  |  |  | 2. .... |  |  |  |         |  |  |  |         |  |  |  |
| Name    | Nationality   | Citizenship Details | Shares      |                     |        |        |  |  |  |         |  |  |  |         |  |  |  |         |  |  |  |
| 1.....  |   |                     |             |                     |        |        |  |  |  |         |  |  |  |         |  |  |  |         |  |  |  |
| 2. .... |   |                     |             |                     |        |        |  |  |  |         |  |  |  |         |  |  |  |         |  |  |  |
|         |   |                     |             |                     |        |        |  |  |  |         |  |  |  |         |  |  |  |         |  |  |  |

**7.3 TENDER SECURITY FORM**

Whereas ..... [*name of the tenderer*]  
(hereinafter called “the tenderer”) has submitted its tender dated .....  
[*date of submission of tender*] for the supply, installation and commissioning  
of ..... [*name and/or description of the equipment*]  
(hereinafter called “the Tender”) .....

KNOW ALL PEOPLE by these presents that WE .....  
..... of ..... having our  
registered office at ..... (hereinafter called “the Bank”), are  
bound unto ..... [*name of Procuring entity*] (hereinafter called “the  
Procuring entity”) in the sum of ..... for which  
payment well and truly to be made to the said Procuring entity, the Bank binds  
itself, its successors, and assigns by these presents. Sealed with the Common  
Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_ .

THE CONDITIONS of this obligation are:-

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

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
*[Signature of the bank]*

## 7.4 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 goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [contract price in words and figures] (hereinafter called “the Contract Price).

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 goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the  
\_\_\_\_\_ presence of

**7.5 PERFORMANCE SECURITY FORM**

To .....

*[name of Procuring entity]*

WHEREAS ..... *[name of tenderer]*

(hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_  
\_\_\_\_\_20\_\_\_\_\_ to supply .....

*[description of goods]* (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

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

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

Signed and seal of the Guarantors

\_\_\_\_\_

*[name of bank or financial institution]*

\_\_\_\_\_

*[address]*

*[date]*

*(Amend accordingly if provided by Insurance Company)*

**7.6 BANK GUARANTEE FOR ADVANCE PAYMENT**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

---

[name of bank or financial institution]

[address]

---

[date]

**7.7 MANUFACTURER’S AUTHORIZATION FORM MANDATORY**

To *[name of the Procuring entity]* .....

WHEREAS .....*[name of the manufacturer]* who are established and reputable manufacturers of ..... *[name and/or description of the goods]* having factories at ..... *[address of factory]* do hereby authorize ..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

*[signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

7.8. 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

7.9

**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

7.10 *SELF DECLARATION FORMS (r 62) MANDATORY*

*REPUBLIC OF KENYA*

*PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)*

*FORM SD1*

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of .....

..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

7.11 FORM SD2 MANDATORY

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

I, .....of P. O. Box ..... being a resident of

..... in the Republic of ----- do hereby make a statement as follows:-

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

.....  
 (Title) (Signature) (Date)  
 Bidder's Official Stamp

**7.12 BANK DETAILS FORM- MANDATORY**

*Provide the following bank details for electronic transfer purposes*

*Name of the Bidder:.....*

*Bank Name :.....*

*Bank branch name .....*

*Bank code :.....*

*Bank account  
:.....*

*PIN Number  
:.....*

*VAT Number  
:.....*

*Bank signatory(s) :.....  
.....*

7.13 Tender-Securing Declaration Form- Mandatory (r.22)

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

Date: \_\_\_\_\_ of Bid Submission] Tender No. \_\_\_\_\_

To: Name of Procuring Entity\_\_\_\_\_

We, the undersigned, declare that:

1. We understand that, according to your conditions, a Bid-Securing Declaration must support bids.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 12 months - starting date of notification of award if we are in breach of our obligation(s) under the bid conditions, because we -
  - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
    - (i) Fail or refuse to execute the Contract, if required, or
    - (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - (i) Our receipt of a copy of your notification of the name of the successful Bidder; or
  - (ii) twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed by : \_\_\_\_\_ Signature \_\_\_\_\_

Position \_\_\_\_\_ Duly authorized to sign the bid for and on behalf of:

Dated: \_\_\_\_\_]