

KENYA INSTITUTE OF SUPPLIES EXAMINATION BOARD



TENDER FOR PROVISION OF ENTERPRISE RESOURCE PLANNING (ERP) UPGRADE

TENDER NO. KISEB/RFP/02/2021:

**CLOSING DATE: MONDAY, MARCH 22ND 2021
CLOSING TIME: 2.00PM**

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SECTION I: INVITATION FOR TENDERS

Date: March 10th 2021

TENDER NO. KISEB/REP/02/2021: PROVISION OF AN ERP SYSTEM UPGRADE

KISEB hereby invites eligible ERP providers to submit sealed tenders for the provision of **ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM** upgrade

Interested firms may obtain further information from the Government Tender Portal or from KISEB website: www.kiseb.or.ke at **NO FEE**. Bidders who download the tender documents must register their details with the KISEB Office via email address: tenders@kiseb.or.ke so as to receive any clarifications and/or addenda.

Alternatively interested firms may obtain the tender documents from the Procurement Office located at KISM Towers, Ngong road, Nairobi between 8:00 a.m. and 4:00 p.m. upon payment of a non-refundable fee of one thousand shillings (KSh.1, 000) only per tender in form of cash or Bankers cheque payable to KISEB.

Complete tender documents must be enclosed in a plain sealed envelope marked with the tender number and tender name and addressed to:

**Ag. Secretary/Chief Executive Officer,
Kenya Institute of Supplies Examination Board
KISM Towers,
P. O. Box 22873-00505, NAIROBI**

The tender documents must be submitted in two copies one marked —ORIGINAL and the other marked —COPY. The tender documents should be deposited in the Tender box placed at KISEB Office at KISM Towers or be sent to **Ag. Secretary and Chief Executive Officer**, so as to reach him on or before the closing date and time on **Monday, March 22nd 2021 at 2.00pm**. The tenders will be opened immediately after the closing date and time. Bidders' representatives are invited to witness the opening of the tenders.

Ag. Secretary/Chief Executive Officer,

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 Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 KISEB's employees, committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under Public Procurement and Asset Disposal Act No.33 of 2015.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and Sub tenderers) 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 KISEB to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and KISEB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 KISEB shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details and Specifications of the ERP system
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender Security Form
 - (xi) Performance Security Form
- 2.3.2 The tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

- 2.4.1 A tenderer making inquiry of the tender documents may notify KISEB by post, fax or byemail at the KISEB's address indicated in the Invitation for tenders. KISEB will respond inwriting 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 the tenders, prescribed by the procuring entity. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 KISEB shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

- 2.4.3 At any time prior to the deadline for submission of tenders, KISEB, 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.
- 2.4.4 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.4.5 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 thedeadline for the submission of tenders.

2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderers shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraphs 2.7, 2.9 and 2.10 below.
 - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
 - (c) Tender security furnished in accordance with paragraph 2.12
 - (d) Declaration Form.

2.8 Tender Forms

The Tenderer shall complete the tender form and the appropriate price schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract. Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable. Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A

tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5.

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers eligibility and qualifications

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

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

2.12 Tender Security

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

2.12.2 The tender security is required to protect KISEB against the risk of tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.

2.12.3 The tender security shall be denominated in Kenya Shillings and shall be in the form of:

(a) A bank guarantee.

(b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).

2.12.4 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KISEB as non-responsive, pursuant to paragraph 2.20.5.

2.12.5 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.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity.

(b) in the case of a successful tenderer, if the tenderer fails to:

(i) Sign the contract in accordance with paragraph 2.28 or

(ii) Furnish performance security in accordance with paragraph 2.29.

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

2.13 Validity of tenders

2.13.1 Tenders shall remain valid for **one hundred and twenty (120) days** after the date of tender opening prescribed by KISEB pursuant to paragraph 2.18. A tender valid for a shorter period shall be considered non-responsive and will be rejected.

2.13.2 In exceptional circumstances, KISEB may solicit the tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and signing of the tender

- 2.14.1 KISEB shall prepare one copy of the tender. The tenderer shall submit the tender in two copies in two separate envelopes. **Technical Proposals** shall be separated from **Financial Proposals**. One copy will be clearly marked —ORIGINAL and the other one will be clearly marked —COPY, as appropriate. In the event of any discrepancy between the original and copy the original shall prevail.
- 2.14.2 The original and the copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and marking of tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as - ORIGINAL and -COPY the envelopes shall then be inserted and sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Secretary/Chief Executive Officer, NAIROBI. KISEB P. O. Box 22873-00505-
 - (b) Bear the tender number and name.
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late"
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KISEB will assume no responsibility for the tender's misplacement or premature opening.
- ## **2.16 Deadline for submission of tenders**
- 2.16.1 Tenders must be deposited in the Tender box placed at the reception hall of KISEB or be sent so as to be received at KISEB on or before the closing date and time on.
- 2.16.2 KISEB may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3, in which case all rights and obligations of KISEB and candidates previously subject to the deadline will therefore, be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by KISEB as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by KISEB prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the tender form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 KISEB may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 KISEB shall give prompt notice of the termination to the tenderers and on request give its reasons for the termination within fourteen (14) days of receiving the request from any tenderer.

2.18. Opening of Tenders

- 2.18.1 The tenders will be opened immediately after the closing date on **Monday, March 22nd 2021 at 2.00pm** in the presence of tenderers' representatives.
- 2.18.2 The tenderers' representatives present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as at its discretion may consider appropriate, will be announced at the opening of the tenders.
- 2.18.4 KISEB will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and who will have made the request.

2.19 Clarification of Tenders

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

2.20 Preliminary examination and Responsiveness

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

- 2.20.1 The tender sum as submitted and read out during the tender opening of the Financial Proposal shall be absolute and final and shall not be the subject of correction, adjustment, or amendment in any way by any person or entity. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.2 KISEB may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.3 Prior to the detailed evaluation, pursuant to paragraph 2.20, KISEB 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. KISEB's determination of a tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.4 If a tender is not substantially responsive, it will be rejected and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.21 **Conversion to single currency**

Where other currencies are used, KISEB will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 **Evaluation and Comparison of Tenders**

2.22.1 KISEB will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

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

- (a) Operational plan proposed in the tender.
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.

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

(a) **Operational Plan**

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

(b) **Deviation in payment schedule**

Tenderers shall state their tender price for the payment on the 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. KISEB may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The Tender Evaluation Committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23 **Contacting KISEB**

2.23.4 Subject to paragraph 2.19, no tenderer shall contact KISEB on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.5 Any effort by a tenderer to influence the members of staff of KISEB in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

2.24 **Post-qualification**

2.24.4 KISEB will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.5 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as KISEB deems necessary and appropriate.

2.24.6 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 K I S E B will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 **Award Criteria**

2.25.4 Subject to paragraph 2.29, KISEB will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

2.26 **KISEB's Right to accept or Reject any or all Tenders**

2.26.1 KISEB reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

2.26.2 If KISEB determines that none of the tenders is responsive, KISEB shall notify each tenderer who submitted a tender

2.26.3 KISEB shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within fourteen (14) days of receiving the request from any tenderer.

2.26.4 A tenderer who gives false information in the tender document about his 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 expiry of the period of tender validity, KISEB will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KISEB pursuant to clause 2.9. Simultaneously, the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful tenderer's furnishing of the performance security pursuant to paragraph 2.29, KISEB will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.28 **Signing of Contract**

2.28.1 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.

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

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 The successful tenderer may be required to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to KISEB.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29.1 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KISEB may make the award to the next lowest evaluated tender or call for new tenders.

2.30 **Corrupt or Fraudulent Practices**

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

2.30.1 KISEB 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. 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 on the 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.

Instructions To Tenderers Reference	Particulars of Appendix to Instructions To Tender
2.1.1	The tender is open to qualified registered firms who have written (verifiable) authorization for provision of an ERP System Upgrade
2.10	Tender prices shall be quoted in Kenya shillings
2.11	The technical specifications and conformity requirements are given in the subsequent sections of the tender document including sections IV, V and VI
2.14	This tender is based on a two-envelope bid system. The bidder must submit a bid with separate technical proposal and a financial proposal in separate sealed and marked envelopes.
2.13	The tenders shall remain valid for 120 days
2.18	Date, Time and place of bid opening: Monday, March 22nd 2021 at 2.00pm KISM Towers, Conference Hall
2.22	The bid evaluation will take into account technical factors. The weight for the technical evaluation is 80%. Bidders must conform to the specific Technical Requirements. Only bidders who would have scored above 80% shall be considered for further evaluation.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (i) **“The contract”** means the agreement entered into between KISEB 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.
- (ii) **“The contract price”** means the price payable to the Tenderer under the contract for the full and proper performance of its contractual obligations.
- (iii) **“The services”** means all of goods, works and services to be provided by the Tenderer including any documents, which the Tenderer is required to provide to KISEB under the Contract.
- (iv) **“The Tenderer”** means the individual or firm supplying the goods and services under this contract.
- (v) **“The GCC”** means the General Conditions of Contract contained in this section
- (vi) **“The SCC”** means the Special Conditions of Contract.
- (vii) **“Day”** means calendar day.

3.2 Application

These general conditions shall apply in all contracts made by KISEB for the procurement of goods and services.

3.3 Standards

The services provided under this contract shall conform to the standards mentioned in the specifications.

3.4 Use of contract documents and information

- 3.4.1 The tenderer shall not, without KISEB’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KISEB in connection therewith, to any person other than a person employed by the tenderer in the performance of the contract.
- 3.4.2 The tenderer shall not, without KISEB’s prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.
- 3.4.3 Any document, other than the contract itself, enumerated in paragraph 3.4.1 shall remain the property of KISEB and shall be returned (all copies) to KISEB on completion of the Tenderer’s performance under the contract if so required by .

3.5 Patent rights

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

3.6 Performance security

- 3.6.1 Within fourteen (14) days of receipt of the notification of contract award, the successful tenderer shall furnish to KISEB the performance security of 2% of the contract value in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya in the form provided in the tender document or any other form acceptable to KISEB.

- 3.6.2 The proceeds of the performance security shall be payable to KISEB as compensation for any loss resulting from the tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the contract and shall be in the form of:
- (a) A bank guarantee.
 - (b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).
- 3.6.4 The performance security will be discharged by KISEB 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.

3.7. Delivery of services and documents

Delivery of the services shall be made by the tenderer in accordance with the terms specified by KISEB in the schedule of requirements and the special conditions of contract.

3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.
- 3.8.2 Payment shall be made promptly by KISEB but in no case later than thirty (30) days after submission of a valid invoice or claim by the Tenderer.

3.9 Prices

- 3.9.1 Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in KISEB request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written consent signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price.
- 3.9.4 Price variation requests shall be processed by KISEB within 30 days of receiving the request.

3.10 Assignment

- 3.10.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with KISEB's prior written consent.

3.11 Termination for default

- 3.11.1 KISEB 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 services within the period(s) specified in the contract, or within any extension thereof granted by the procuring entity.
 - (b) If the Tenderer fails to deliver the services of the specified quality.
 - (c) If the Tenderer fails to perform any other obligation(s) under the contract.
 - (d) If the Tenderer, in the judgement of KISEB, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.11.2 In the event KISEB terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Tenderer shall pay KISEB for any excess costs for such similar services. However, the Tenderer shall continue performance of the contract to the extent not terminated.

3.13 Termination for Convenience

- 3.13.1 KISEB by written notice sent to the Tenderer, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the Tenderer of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination, KISEB may elect to cancel the services and pay to the Tenderer an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 KISEB and the Tenderer shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.
- 3.14.2 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.

3.15 Governing Language

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

3.16 Applicable Law

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

3.17 Force Majeure

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.

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of General Conditions of Contract	Special Condition Of Contract
4.1 Performance security	10% of tender sum
4.2 Delivery of Services	Delivery of the services shall be made by the Tenderer in accordance with the terms specified by KISEB in the schedule of requirements and the special conditions of contract
4.3(i) Payment (ii) Payment mode/criteria	As per details under table number 3.8 As per details under table number 7.2.4 Or any other mutually discussed and agreed criteria.
4.4 Price adjustment	No price adjustments allowed. However, the contract should be able to provide for provision of any approved goods, works or services and or reduction of the same at similar price guided by the provisions of Public Procurement and Asset Disposal Act, No.33 of 2015.
4.6 Applicable law	Laws of Kenya
4.7 Notices	Ag. Secretary/Chief Executive Officer KISEB P. O. Box 22873-00505 NAIROBI

SECTION V: SCHEDULE OF REQUIREMENTS

GENERAL REQUIREMENTS		
1.	The system should have seamless and traceable integration functions to other systems including to External enterprise systems such as ERP, CRM, KISEB systems, Payment platforms,	
2.	Simple and Intuitive user interfaces with quick loading and light user experience	
3.	The system should support cloud-based hosting on renown platforms such as Microsoft azure or google cloud or amazon	
4.	Real time system updates without the need for additional or new client installations or compilations	
5.	The system must provide industry standard integration mechanisms to facilitate integration with other systems in the organization.	
6.	Comprehensive audit trail features including a facility to monitor system usage both online and in hard copy, showing system activity by: User ID; Application/Module; Terminal; Date/time; Activity (before and after image) Changes report capturing all the above.	
7.	The system MUST provide for data encryption over the network and incorporate industry standard security management functionality.	
8.	Ability to support a customizable home page (dashboard) with user defined “favourites” for analysis/reports /menus and other optional features	
KISEB Student Self-Service Portal		
1.	Ability to register new and continuing student’s bio data.	
2.	Ability to enforce mandatory fee items upon registration, renewal or unit booking.	
3.	Process and send student registration and exam receipts	
4.	Enforce Student checklist to track application completeness and validity.	
5.	On admission, the system should send the student the admission letter as an email notification.	
6.	Ability to manage the exam units based on programs, levels.	
7.	Enforce exam registrations rules: minimum of 3 units or 7 units unless exemptions apply.	
8.	Prevent exemptions on non-exemptible units, through administration of exam units	
9.	Ability to support Email notifications.	
10.	Ability to raise exam registration invoices and track their status.	
11.	Allow multiple forms of payment e.g. cash, Mpesa, bank deposits.	
12.	Ability to print exam cards/timetable (from the student exams portal.)	
13.	System should provide students with reports about their registration and fee payment status (statement) on the portal.	
14.	Allow for sending of pre-exam reminders for outstanding examination bills to students.	
15.	Allow printing of exam sitting schedules/student lists.	
16.	Ability to print exam timetable and transcripts from the portal	
Exam Management Module		
<p>The functionality is charged with managing the financial aspects of the student exams management processes. The flow of information will be from the Student Self Service Portal to the ERP system for exams and results processing and back to the portal for student reports e.g. timetables, result transcripts and account statements.</p> <p>The ERP will ensure a fluid flow of information and user interactions across a student’s lifecycle, and have the constraint of accessing such data based solely on configurations relating to user/role rights and permissions.</p> <p>The scope will cover the following:</p> <ol style="list-style-type: none"> i. Student Registration processes ii. Student Billing iii. Student Examination entry/booking iv. Exam Deferrals process 		

v.	Student Unit Exemption process	
vi.	Examination processing	
vii.	Exam Reporting & Data Analysis	
1.	Allow for easy reconciliation of bank accounts vs student exam collections.	
2.	Prevent ineligible students from sitting for exams based on payment status by pushing only paid up students to the exam manager.	
3.	System should provide students with reports about their registration and fee payment status (statement) on the portal.	
4.	Allow printing of exam sitting schedules/student lists.	
5.	Ability to integrate all the transactions related to students with GL.	
6.	Ability to generate receipts on every payment and allocate to specific line items.	
7.	Ability to handle examination fee refunds.	
8.	Manage student examination fees over payments.	
9.	Illustrate the ability to upload data from the bank statement directly into the system and update the student accounts appropriately.	
10.	Illustrate the ability to capture applications in the system.	
11.	Record exam related comments on the student's registered units for display on the student exams portal.	
12.	Enforce exam registrations rules: minimum of 3 units or 6 units unless exemptions apply.	
13.	Generate the units to be pushed to the exam management system.	
14.	Manage student unit exemptions.	
15.	Allow separate, mutually exclusive billing of student registration and exam bookings invoices.	
16.	Track student registrations without existing registration payment using a status [pending, paid, confirmed, rejected, downgrade, and upgrade, admitted], only send admitted students to the exam manager.	
17.	Control unit combinations to prevent overlapping units based on levels/parts.	
18.	Allow incremental exam units booking and billing based on pre-defined rules.	
19.	Allow miscellaneous communication through user initiated email notifications to the student e.g. request for copies of ID, transcripts.	
20.	Enforce Student check list to track application completeness and validity. **Allow printing of the checklist and sending of incomplete checklist item to the student. Allow signing of the checklist on hard copy.	
21.	Track documents provided by the student, and automatically tick off the related checklist item. (Optional, document attachment).	
22.	On admission, the system should send the student the admission letter as an email notification.	
23.	Manage student registration numbers, automatically assign and increment.	
24.	Exemptions are subject to a review process, and allow generation of an exemptions report.	
25.	Allow for exam appeal process for remarking, auto bill and receive the applicable fees.	
26.	Management of timely or untimely deferrals and withdrawals , allowing for retaining of 25% as withdrawal due to illness or 15% deferral surcharge for postponement.	
Financial Management		
1.	This is the core of the system as all transactions with a financial impact are expected to reflect under the chart of accounts area.	
2.	Allows for flexible and accurate reporting capabilities, based on a properly constituted reporting hierarchy (using system dimensions).	
3.	Allows for tracking of all organizational expenditure against a pre-defined budget allocation.	
4.	Provide the ability to define and track such budgetary allocation, expenditures and balances.	
5.	Cash receipting for managing the various periodic payments received from students regarding registration, tuition, renewals and exam fees etc.	

6.	The scope will cover the following:	
7.	i. General ledger	
8.	ii. Cash management	
9.	iii. Receivables	
10.	iv. Payables	
11.	v. Fixed Assets	
12.	vi. Related reports	
CORE FINANCE SETUPS		
1.	Provide an interface that allows cash receipts captured in the system to be automatically reflected on the GL and cash book on a real time basis.	
2.	Allow authorized users to post transactions to the current, future and previous periods throughout the system	
3.	Ability to flag prepayments to show periods they relate to (and system creates required entries)	
4.	Ability to support reversal of journal entries. Ability to compare invoices relating to a specific period (based on invoice date and date processed) with the related accruals that were made previously to try and gauge the accuracy of accrual processes	
5.	Ability to compare financial reports such as Income and expenditure and Balance sheet against budget, across periods e.g., month, year to date, previous three cumulative years	
6.	Ability to generate management accounts and statutory accounts reports from the ledger	
7.	Allow for creation of customized reports to serve various funding source requirements	
8.	Ability to secure financial and reporting information to appropriate individuals associated with specific departments, roles or functions	
9.	Ability to summarize detail accounting information into multiple summary levels as needed	
10.	Ability to import / export data in various formats e.g. Excel, PDF, RTF, CSV	
11.	Ability to create a Receipt if paying Cash/cheque /EFT/Mobile	
12.	Ability to link payments to student details	
13.	Ability to retain data integrity between sub- ledgers and the general ledger	
14.	Ability to deposit payments receipt to an account	
15.	Ability to request for Approval for unmatched payments (Payment not matched with units registered)	
16.	Ability of Receipting of the cash, cheques and direct bank credits in the receipt book.	
17.	Posting of the receipts cash book into the general ledger.	
18.	Facility to monitor accounts receivable total against budget as well as Ability to support multiple bank accounts. Bidder to specify no. of bank accounts the system can support	
19.	AR reconciliation report	
20.	Ability to Set reminder for when a bill is due	
21.	Ability to show/track unpaid bills	
22.	Ability to support expense policy definition and compliance – e.g., approval limits for expenses	
	<i>Provide expense reports grouped by:</i> a. Individual b. Cost centres c. Expense Item d. Department	
	Ability to support expense reporting and analysis by vote	
	Ability to consolidate individual expenses into departmental expense reports	
CORE STUDENT SETUPS		

1.	Students payments I. Registration II. Renewal III. Exemptions IV. Examinations entry V. Remarking VI. Deferment VII. Administration fee ** VIII. Accreditation fee ** IX. Ability to integrate with banks	
2.	Ability to issue receipt notification via Print, Email & SMS	
3.	Process students refund Withdrawal, Overpayment refunds, Remarking fee	
4.	Ability to process Sponsorships and donations to student stakeholders	
5.	Ability to provide reports based on different parameters for example, Student, Date range	
6.	Online service for services such as: I. Receive invoices and supporting documents approved for payment from online platform II. Verify payments online. III. Authorise payments online. IV. Sign cheques online. V. Notify suppliers online.	
7.	Examination Centers Management functionality <ul style="list-style-type: none"> ▪ Support for Identification/Accreditation of New Examination Centres ▪ Ability to allocate Examination Centres to students ▪ Ability for students to change examination centre ▪ Support for student withdrawal on medical grounds ▪ Support for student withdrawal on basis of other reasons ▪ Support for student deferment of an examination sitting ▪ Communicate to students on unpaid balances 	
8.	Ability to interface to the Examination processing System	
9.	Capture and track Issuance of Students Identification Cards	
Supply Chain Management		
Useful in enforcing budget checks at all points of organizational expenditure Enforce 'Requisition to Pay' , inventory controls, replenishment controls, supplier delivery controls Utilization of the procurement plan functionality The Supply Chain Management will require the system with the following functionalities:		
1.	Procurement and asset disposal planning	
2.	Procurement plan/budget monitoring	
3.	Registration of suppliers	
4.	Purchase/stores requisition management	
5.	Sourcing of goods, works and services	
6.	Evaluation process	
7.	Preparation of professional opinions	
8.	Award of contracts	
9.	Procurement and contract management	
10.	Contract administration, implementation and monitoring	
11.	Inventory management, Store issues and stock taking	
12.	Inspection and acceptance	
13.	Asset management and distribution	
14.	(i) Asset maintenance	
15.	(ii) Asset tagging and allocation among others	
16.	(iii) Replacement, scrapping and decommissioning	

17.	(iv)Physical verification and reconciliation	
	Human Resource Management	
1.	To handle the key aspects of Human Resource management such as; Organisation Details, employee bio data management, leave management, training and recruitment management, performance and appraisal management, jobs and organization management.	
2.	Organisation Details	
3.	Ability to capture company Name, PIN, NSSF, VAT Nos	
4.	Ability to capture Company's Postal Address, Telephone Number, Email, Town, City or County.	
5.	Ability to Set company calendar to include all events/public holidays	
6.	Ability to capture Multi-company/ subsidiaries and branches information	
	Employee Profile	
7.	Ability to Capture Payroll Number, PIN Number, HELB, NHIF and NSSF Numbers.	
8.	Ability to Capture name, date of birth, religion, tribe, job position, job title, department, gender, marital status.	
9.	Ability to capture staff post office number, mobile number name of kin, relationship, residential address.	
10.	Ability to capture spouse, dependents, their dates of birth, next of kin and beneficiaries.	
11.	Ability to Capture important dates (D.O.B, D.O.A, D.O Probation, wedding anniversary, date joined pension, medical termination dates.	
12.	Captures qualifications- academic, year of graduation, professional and company-sponsored courses.	
13.	Ability to Capture employee contract type and terms; Permanent & Pensionable 1, 2, 3 year contract; other.	
14.	Ability to capture employee's Payment Details e.g. Bank Code, Bank Branch code, Bank Account Number.	
15.	Ability to capture expiry date of Contract and date of exit.	
16.	Ability to Capture reason for exit (normal retirement, early retirement, Terminated, Resigned – Alternative employment, others.	
17.	Ability to capture employee benefits – medical limits, mortgage, car, last expenses and other benefits.	
18.	Ability to link employee to payroll as specified.	
19.	Recruitment, Selection and Training	
20.	Ability to capture all vacancies available in the organization.	
21.	Ability to Capture unsolicited job applicants details(name ,age, academic/professional qualification , years of experience)	
22.	Ability to capture requirements CV template-allow for adjustments depending on vacancy.	
23.	Ability to Shortlist according to the requirements of position.	
24.	Ability to Capture details of advertising i.e. costs , media/agency used ,dates of adverts and actual advert drafts for various positions	
25.	Ability Capture recruitments turnaround time	
26.	Ability to capture key comments/views of selected candidates during interviews.	
27.	Allow linkage to training assessment/appraisal module.	
28.	Ability to generate a Shortlists results report of final interview.	
29.	Payroll Management	
30.	The payroll functionality allows easier payroll processing process, accurate and timely reporting e.g. statutory reporting.	
31.	Integration to advances and imprest recovery, payroll approval workflows, employee self-service payslips etc.	

	PAYROLL PROCESSING	
32.	The system should support integration with the HR module so that staff details e.g. Names are captured once	
33.	The system should have the ability to accumulate deductions according to deduction codes	
34.	The system should have the ability to accumulate earnings according to earning codes	
35.	The system should produce all statutory reports required by Kenya's laws and regulations	
36.	The system should support automatic computation of Kenyan statutory deductions and report generation	
37.	The system should maintain data up to statutory period of (7 years) without downgrading the performance of the system	
38.	The system should have the ability to support timed deductions, i.e. provide deductions for a specific period	
39.	The system should allow for unlimited number of loans in the system and support multiple loans per employee	
40.	The system should have the ability export data to office applications i.e. Excel and word	
41.	The system should have the ability to automate payroll entries to the GL	
42.	The system should have the ability to administer involuntary deductions e.g. recovery of advances	
43.	The system should have the ability to automatically calculate employee and employer taxes	
44.	The system should have the ability to make adjustments after payroll run with audit trails	
45.	The system should have the ability to distribute payroll processing throughout payroll period, e.g. processing static data at beginning of period and making adjustments at period end	
	E-Board Management Portal	
1.	Document repository for easy sharing/review of board papers	
2.	Provide centralized communication – shared calendar of events	
3.	Email and SMS notifications to council members/attendees	
	ICT / System Administration	
1.	User setups	
2.	Access control for roles and privileges	
3.	System management and administration	
4.	Systems Security	
KEY CONSIDERATIONS		
	Vendor's Experience in ERP Implementation & Support.	
	The vendor MUST have successfully supplied, deployed, and commissioned at least three (3) other similar projects.	
	Portals using top tier, modern and light frameworks such as Django, Ruby, Vue JS, React JS, Laravel, Express JS, Angular JS, Symphony	
	Proven experience of the firm in projects of similar magnitude. Specifically, integration to KISEB systems	
	Financial Stability	
	10M + Per Year	
	1 Year Handholding support	

SECTION VI: DETAILS OF THE ERP SYSTEM CONSULTANCY

6.1 Introduction

KISEB wishes procure the ERP solution which would best meet its requirements. The ERP project will be implemented in phases as shall be agreed with K I S E B and will be premised on the following dimensions among others:

- (a) **Standardization** – standardization of processes, records, terminology, information exchange mechanisms
- (b) **Proven solutions - the ERP solution should address the following:**
 - (i) Scalability
 - (ii) The integration of processes
 - (iii) Best Practice – the ERP solution will benchmark with global best practice in relation to KISEB functions.
 - (iv) Multi-channel service Delivery to facilitate transactions through multiple devices and computer systems.
- (c) **Address evolving needs** – The operational characteristics of KISEB may evolve over a period of time, as the project moves from development stage to operations. Keeping in line with this change the IT systems requirements of KISEB may also change. The ERP solution is expected to act as a platform with which the multiple requirements could be addressed effectively.

6.2 Objectives of ERP

The main objective of investing in ERP based applications is to integrate all business processes and systems. The specific objectives include:

- (a) Achieve quality of service, efficiency, effectiveness and improve controls over student examinations, financial transactions and project activities.
- (b) Establish uniform standards and global best practice in business processes related to KISEB.
- (c) Enhance the customer relationship management.
- (d) Enable real time and end-to-end visibility of information on multiple dimensions (projects, financials, inventory, etc.)
- (e) Avail information seamlessly and on demand without manual intervention and duplication.
- (f) Facilitate management dashboards for monitoring and decision support systems.
- (g) Facilitate business process re-engineering in the various functions of the organization to make them efficient, transparent, and compliant to regulatory requirements.

6.3 Expected outcome of the ERP project

KISEB expects the following outcomes on implementing the ERP system:

- (a) Improved service experience by all stakeholders.
- (b) Enhanced competitiveness.
- (c) Enhanced quality, efficiency and effectiveness.
- (d) Reduced cost of operations.
- (e) Better decision making.
- (f) Improved ability to deploy new information system functionalities.
- (g) Maximum return on investment.

6.4 Specific tasks

The Consultant is expected to Configure, install, and customise the ERP according to the requirements of KISEB. The ERP solution will be hosted at KISEB offices with offsite back up. The specific tasks for the Consultant will include but not limited to:

- (a) Develop an ERP project implementation plan.
- (b) Project scoping- end-user requirement gathering and business process reengineering.
- (c) Implement the ERP solution incorporating all security features as described in tender

- document adhering to the current trends and standards.
- (d) Integrate the ERP solution with digital signature, banks and selected legacy systems as indicated in this document.
 - (e) Provide implementation and project management services.
 - (f) Undertake sizing of the hardware and installation.
 - (g) Extract, transform and migrate data.
 - (h) Undertake User and technical training.
 - (i) Pilot, test, commission and rollout.
 - (j) Provide support after completing the implementation of the ERP Solution.
 - (k) Set up the knowledge centre to augment the capacity of KISEB in adoption and continuous improvement of the ERP solution.

6.1.2 Project Deliverables

It is expected that the project will move from one phase to the next only when the deliverables of that phase are accepted. Some of the key deliverables which will signal the successful completion of each of the phases shall be as indicated in table Below. The Bidder is encouraged to propose any additional deliverable/s for comprehensiveness, based on their experience of delivering similar projects, which can enhance the quality of work.

Project Deliverables

Major activity/Mile stone	Deliverable
Project Preparation	<ul style="list-style-type: none"> • Agreed and Finalised Project Plan • Inception Report • Core team training completion report • Team profile finalisation and Mobilisation Sign Off
Business Design	<ul style="list-style-type: none"> • Master list of processes • –As-is process mapping and analysis- • "To-be" Process and Gap Analysis Report • Customisation Requirement Report • Master Data Structures • Legacy Systems Integration Report • Change Management Requirement Report and Strategy • Business Design Blueprint sign off
Configuration , customization	<ul style="list-style-type: none"> • Configuration Document • Integration and Interface specification • Authorisation, Security and Access Control Specification • Demonstration Report
Training	<ul style="list-style-type: none"> • Training Requirement Report • Training Curriculum • Training Schedule and Completion Report
Integration Testing	<ul style="list-style-type: none"> • Unit Test Report, Integration Test Report, Full Load, Stress Test Report and Sign-Off • Integration testing of ERP • System, User and other Manuals
Audit and quality control	<ul style="list-style-type: none"> • Quality Audit acceptance • System Quality Assurance undertaking • Action Taken Report
Data Migration	<ul style="list-style-type: none"> • Functional Specifications for Upload programs • Data Migration Methodology and Completion Report
Cut over and -usage ready preparation	<ul style="list-style-type: none"> • Functional help manual • Cut over strategy report • Back up strategy and Disaster Recovery Plan • Fail over system plan • Test Report

usage ready and support	<ul style="list-style-type: none"> • User acceptance protocol • -Usage ready Sign Off • Action taken report • Transition Quality Gate(s) Sign-Off
Operations and managed services	<ul style="list-style-type: none"> • SLA • Performance Evaluation report • Action taken report; Transition plan
Knowledge Centre	<ul style="list-style-type: none"> • KC Establishment Plan • Operationalisation plan

- The bidder is required to provide the details of the corresponding deliverables for each of the milestones as well as the delivery of priced items for the milestones. The milestones to deliverables and supply listing will be the basis for payments for the corresponding priced items.

6.1.3 Deliverables acceptance criteria

- (a) The acceptance criteria for each phase is the submission and acceptance of all deliverables specified for that phase. The formal acceptance by KISEB of the phase deliverables constitutes completion of the phase and approval to launch the next phase and invoice KISEB for payment if there is a payment attached to that milestone.
- (b) Acceptance criteria for each deliverable will be established in accordance with the process described in the following paragraphs prior to the beginning of each phase.
- (c) Bidder should provide templates of proposed deliverables. At the onset of each phase, bidder will meet with KISEB Project Manager to review the applicable templates, tailored to accommodate the needs of the project, and agree on the scope, format, and content of each of the major deliverables for that phase. The agreements made during this meeting will be captured in a Deliverable Review Document (DRD) for each deliverable.
- (d) KISEB team will give approval to move from one project milestone to the other only after the deliverables of a particular project milestone are accepted by the concerned authority. Hence, the protocol for submission, review, revision and acceptance will be established at the beginning of the project. The Bidder is required to propose the details of this protocol as a part of the proposal.

6.1.4 Project Standards

The bidder must provide Project Standards for various activities/documentation. Following is a minimum list where standards have to be set by the Bidder:

- (i) Test cases and Test scenarios
- (ii) Business Process Design
- (iii) Functional design specifications
- (iv) Technical design specifications
- (v) Transporting objects
- (vi) Change control
- (vii) Reporting defects

6.1.5 Project Success Criteria

The finished ERP solution meets planned scope and specifications as follows:

- (i) No issues pending at the end of the warranty period.
- (ii) No backlog or offline processing of —online transactions during the last month of deployment.
- (iii) The project is completed on time and all Users adopt the software according to plan

6.1.6 Change Requests

Since this is a fixed price project with clearly identified scope of solution and services, the bidder is expected to complete the project without raising any requests for change and seeking the payments for them. If there is a genuine change to the scope of work, KISEB will raise or accept change requests and pay for them based on the efforts estimated for them and the cost of manpower indicated by the Successful Bidder

in the financial proposal. The genuineness of the change will be established based on the process, deliverables, solution capability and the validation of it by KISEB or its advisors. The process will be guided by the PPDA Act 2015.

6.1.7 Post implementation support

The implementation services for the ERP solution are treated as completed and the support and maintenance services or the post implementation services starts when the following are completed:

- (a) Completion of the of user adoption services after the —usage ready of the ERP system
- (b) Completion and declaration of —complete deployment by the steering committee
- (c) Completion of the three months of system stabilisation support after —complete deployment of the system

The Bidder shall further undertake post implementation support that will include:

- (a) Maintaining data regarding entitlement for ERP solution upgrades, enhancements, refreshes, replacements and maintenance.
- (b) If the Operating System or additional copies of Operating System are required to be installed/reinstalled/de-installed, the same should be done as part of the bid.
 - (i) Bidder should carry out any requisite adjustments/changes in the configuration for implementing different versions of ERP solution.
 - (ii) Updates/Upgrades/New releases/New versions. The bidder shall provide and implement from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required. The bidder should ensure upgrades, updates and patches of the ERP Solution and tools are available to K I S E B as and when released by ERP Solution OEM.
 - (iii) Bidder shall ensure patches to the licensed software including the ERP solution software, operating system, databases and other applications are installed.

6.2.0 Technical Support

- (a) The technical support for the ERP solution is meant to ensure OEM support – ensuring ERP Solution OEM services for system performance, performance tuning, and upgrades among others.
- (b) Formulation of all policies and procedures related to Basis technology, System Administration, Data Base Management, applications, archives, network management and security, back up among others.
- (c) Prepare requisite system landscape and procedures for smoothly implementing the ERP. This shall also take into consideration the phased pilots and rollouts.
- (d) The bidder shall assist KISEB team to perform all authorization-related activities (activity group, authorizations, and profiles among others until the ERP system stabilises.
- (e) Assist KISEB to manage the legacy data interfaces, print spools, batch jobs, printer configuration among others.
- (f) Prepare a detailed System administration manual, Data administration manual, operational manual, User manual which shall be used by KISEB employees to run ERP enabled production environment. This shall also include how the various parameters shall be monitored/ tuned in a live system.
- (g) Finalize the archival policies for all the functional areas. All necessary configurations shall be done and tested.
- (h) Prepare requisite system configuration for disaster recovery management and Fail Over system plan.
- (i) Round the clock support for trouble shooting in functional and technical area.

6.2.1 Warranty

- (a) The bidder shall provide warranty period of one (1) year.
- (b) The support services under the warranty period will start after fully testing the system and it's free from errors and user acceptance reports are signed.
- (c) The bidder is expected to provide the recurring costs that need to be catered for by KISEB for one (1) year beyond the warranty period. Thereafter, KISEB will have the options to extend the post warranty support period.

SECTION VII: TENDER EVALUATION

7.1 Technical Proposal

7.1.1 General guidelines for the Technical Proposal

- (a) The bidder must fully understand the scope of the ERP solution and services for implementation as outlined in the TENDER DOCUMENT. The bidders are expected to examine, understand and comply with all the instructions, formats, terms and conditions, solution and services requirements and other information in the TENDER DOCUMENT documents before submitting the bids. Failure to furnish all the information required by the TENDER DOCUMENT or submission of a proposal not substantially responsive to the TENDER DOCUMENT in every respect will be at the bidder's risk and may result in rejection of the proposal.
- (b) The bidder is required to provide in the Technical Proposal details of how the proposed ERP solution is to provide the implementation services to address all the requirements of KISEB is listed in this TENDER DOCUMENT.
- (c) The bidder is expected to understand the complexity of the requirements for an ERP solution and implementation of the proposed ERP solution at KISEB, the complete solution and services footprint, the processes and functions of KISEB while preparing the Technical Proposal.
- (d) The bidder is expected to bid for the project with a complete understanding that, all services and deliverables listed in this TENDER DOCUMENT need to be fulfilled while executing the project.
- (e) While the bidder has the freedom in making any assumptions about the processes and functions of KISEB while interpreting the details given in this TENDER DOCUMENT, such assumptions cannot be the basis for any bargaining or different interpretation of the solution capabilities of the proposed ERP solution or the processes of KISEB, during the execution of the project.
- (f) The bidder is expected to bid for the project with a complete understanding that, all the processes and functions given in the TENDER DOCUMENT need to be implemented using the solution components of ERP, and deliver the services, solutions given in the TENDER DOCUMENT, at a fixed price, without any provisions for bargaining or for a different interpretation of the specifications in the TENDER DOCUMENT and a change in scope, while executing the project.
- (g) KISEB retains the right of the final say in interpreting the requirements of the ERP solution capabilities, the processes and operations of KISEB, and the scope of the Project in terms of the services and deliverables KISEB expects from the bidder, as listed in this TENDER DOCUMENT.
- (h) Since a process can be described in different ways, the bidder should clearly understand that any possible variations to the processes during the Business Design phase from the way they are specified in the TENDER DOCUMENT should not be considered as deviations or extensions to the original process specifications.
- (i) The technical proposals must be complete in all respect and should cover the entire scope of ERP solution and the project as stipulated in the tender document.

7.1.2 Patent/Intellectual Property Rights/Copyrights

- (i) If the bidder intends to use any third party tools or methodology or any proprietary tools, during the Project, for the purpose of the project, the bidder is required to confirm that there are no infringements of any Patent or intellectual and industrial property rights or copy rights as per the applicable laws of relevant jurisdictions.
- (ii) The Original Equipment Manufacturer (OEM) of the proposed ERP solution should declare that they are the rightful owners (copyright, patent rights or Intellectual property right, as the case may be) of the solution and have the rights/authority to license the solution to KISEB .
- (iii) Any software that will be customised for the purpose of KISEB solution will remain the property of KISEB and source code should be surrendered to KISEB for ownership.

7.1.3 Conditions for technical proposal

- (i) The bidder is expected to respond using the specified formats for the response, wherever applicable. Failure to use the specified formats may result in disqualification of the proposal. The technical proposal or the technical bid should address the following points:
 - (a) Implementation approach and methodology.
 - (b) The ERP solution implementation activities.
 - (c) Post implementation support.
 - (d) Technical support.
 - (e) Software and license management.
 - (f) Project management.
- (ii) The Technical Proposals must be direct, concise, and complete. Any information not directly relevant to this TENDER DOCUMENT should not be included in the proposal. KISEB will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this TENDER DOCUMENT. To assist in the preparation of proposal, KISEB making available an electronic version of this TENDER DOCUMENT.

KISEB is also open to any suggestions that the bidder may want to render with respect to the ERP solution capabilities to be deployed, implementation of the proposed ERP solution at KISEB, its coverage, and the best practices to be adopted in the light of their expertise or experience from similar assignments.

- (iii) The bidder shall number all the pages of the Technical proposal including the annexure and other attachments.
- (iv) The technical proposal must not contain any price information.

7.1.4 Contents of the Technical proposal for ERP solution

- (a) The Technical proposal for ERP Solution should contain details of the solution components proposed along with how each of the solution components would meet the requirements of KISEB. The technical proposal should address the following:
 - (i) The complete landscape of the solution with modules, integration points among others.
 - (ii) Functional coverage of the solution proposed.
 - (iii) How the different processes of KISEB are integrated with the solution.
 - (iv) The ERP solution with a list of all the modules, tools independently priced items along with metrics for pricing and total quantity proposed.
 - (v) The rationale for the different solution components and the licensing metrics.
 - (vi) The rationale for the sizing of the different modules of the ERP.
 - (vii) How the solution components are sized and their relationship to licensing metrics.
 - (viii) The details of third party solutions if any, their description and purpose, licensing metrics and sizing considerations.
 - (ix) The bidders while proposing the ERP solution with detailed bill of materials, as per the format provided for the Technical proposal, are also required to provide definitive commitment on how each section of the processes described in the TENDER DOCUMENT are addressed by which module/components of the bill of material.
- (b) **The solution best fit:** The bidders are required to use the following guideline for indicating the capability of the ERP solution proposed, against each of the features listed in the technical specification. Response to each ~~OF~~ ~~THE~~ line items in the functional requirement specifications need to be as per the guideline listed in the table below:

Guidelines on the capability of the ERP solution

Compliance	Guidelines	Response
Standard	The specific requirement or process is a standard feature with the ERP solution	S
Work Around	The requirement can be realised by modifying the process but without any development	W
Customisation	The requirement can be realised by writing a set of software codes	C
Third Party	The specific requirement is realised through a third party tools	T
Not Possible	The requirement is not possible or not part of the proposed ERP solution	N

- (i) If and only if the ERP solution proposed by the bidder is capable of supporting the specific functionality or the feature is a standard feature in the ERP solution, the bidder is required to mark “Standard” against the functionality/specification.
 - (ii) If the specific functionality or feature could be realised by the ERP solution proposed by the bidder by modifying the process, i.e. the basic purpose of the process or feature could be achieved by modifying a standard feature, but without any customization or development, the bidder is required to mark “Work around” against the functionality/specification.
 - (iii) If the ERP solution proposed by the bidder can be customized or modified to support the specific functionality or the feature the bidder is required to mark “Customization” against the functionality/specification.
 - (iv) If the ERP solution proposed by the bidder is not capable of supporting the specific functionality or the feature is not available in the ERP solution, the bidder is required to mark “Not available”, “Not supported” against the functionality/specification.
 - (v) The bidder is required to use the functional requirement specification with the TENDER DOCUMENT for providing the response on the solution fitment.
- (c) **The licensing conditions:** The bidders are requested to furnish the details of the licensing terms, the definitions and the licensing metrics for all the elements/modules proposed. The bidders are requested to provide a copy of the draft licensing agreement to highlight details of the licensing terms
- (d) **A platform for future expansion:** The bidders are required to provide details on how the proposed ERP solution meets the following future requirements of KISEB, with references:
- (i) The need for an integrated platform with e-procurement system.
 - (ii) The need for an integrated platform with all other relevant systems that exist in KISEB and the rest of Government.

7.1.5 Outline of the technical proposal

- (a) The technical proposal should address how the ERP solution will be implemented to meet the requirements of KISEB in line with the specifications in this TENDER DOCUMENT.
- (b) The technical proposal should provide references of the customers in the public/private sectors where ERP solution of a comparable magnitude has been implemented by the bidder as a direct contractor and provide Certificate of completion which KISEB will validate.
- (c) The bidder is required to furnish the following details in the Technical Proposal on the application support services in terms of:
 - The list of services to be delivered during the maintenance period.
 - The mechanisms to source and monitor the services.
 - The escalation mechanisms and the structure for resolution of issues.

- The team structure and resource loading to deliver the services among others.
- The resource loading for on-site and remote services.
- The mechanisms and tools to monitor the SLAs.
- The mechanism for corrective actions.
- Minor developments as continuous improvements to facilitate KISEB to get maximum benefits out of the system.

7.1.6 Suggestions on the Draft Contract

- (a) A draft contract including the standard terms and all the other terms specific to the implementation of the ERP at KISEB is included in annexure of this TENDER DOCUMENT. It is expected that the bidder will be able to execute this contract without any modifications, in case they are selected for doing so.
- (b) However, the bidder is requested to indicate as per format Annexure, the changes the bidder desires to have and the reason for that. This is only a solicitation of suggestions for change and this must be done as part of clarifications/suggestions not later.
- (c) However, it is neither guaranteed that these requests for changes will be accepted in the final contract nor this process should be construed as any commitment from KISEB to consider those suggestions.
- (d) The bidder should not suggest any change to the contract that has financial or commercial implications during the execution of the contract and is against the basic spirit of procuring the services for implementation of the ERP Solution.
- (e) The bidder is also requested not to base the financial proposal on the assumptions that the suggestions for changes to the draft contract will be accepted by KISEB.

7.2 Preparation of the financial proposal

7.2.1 General Guidelines for the financial proposal

- (a) The financial proposal will be signed by the authorized signatory of the bidder.
- (b) Both the proposals for the ERP solution and the implementation services are expected to be costed for the complete requirements of KISEB according to this TENDER DOCUMENT.
- (c) No clauses for price fluctuations due to fluctuation of the currency against any of foreign currency will be accepted during the period of the contract.
- (d) Must fill the Form of Tender in the Format provided in the Tender Document
- (e) Must fill the Price Schedule in the Format provided in the Tender Document

7.2.2 General Conditions for financial proposal

- (a) For the purpose of costing, the bidders are requested to take the KISEB headquarters at Nairobi as the project site.
- (b) The bidder is required to bear the cost of movement/stay of its people from its office to the Project sites during the project
- (c) The bidder is required to bear the cost of infrastructure, laptops/desktops required by the project team of the bidders, during the implementation.
- (d) The bidder is required to ensure that the costing covers all the costssuch as cost of local travel, food and stay of the project team of the bidder.
- (e) Expenses for all/senior executives of the bidder to attend the review meetings or meeting of the steering committee should be borne by the bidder.
- (f) All the communication costs between the project team at the project sites and the

company offices will be borne by the bidder.

- (g) The bidder is expected to price fully in the financial proposal for all the services being provided by it to KISEB. Any assumptions about possible future recovery of the underpriced items shall be at the risk of the bidder.
- (h) The bidder should provide all prices, quantities as per the prescribed formats. The bidder should not leave any field blank. In case the field is not applicable, bidder must indicate —0 (zero) in all such fields.
- (i) It is mandatory to provide breakdown of all taxes, duties and levies wherever applicable and/or payable.
- (j) If, during the Contract Period, there is any change in the applicable Laws in Kenya with respect to taxes and duties quoted in the financial proposal which increases or decreases the cost incurred by the Bidder in performing the Services, then such payments, otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly. Such increase or decrease in the contract shall be valid on the invoice submitted on or after the date of such changes brought into force only.
- (k) KISEB reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated. Prices quoted in the bid must be firm and final and shall not be subject to any change.
- (l) The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately as Breakdown of Cost Components.
- (m) Prices in any form or by any reason should not be revealed before opening the Financial Bid otherwise the offer shall be liable for rejection. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of the KISEB

7.2.3 Contents of the Financial Proposal for ERP solution

- (a) The financial proposal for the proposed ERP solution will cover all the elements or solution components proposed in for the ERP solution.
- (b) The financial proposal will cover all the technical requirements, the functional specifications and the user base of KISEB.
- (c) All the separately and independently priced/licensed elements or modules of the ERP solution are priced separately.
- (d) The charges for the annual technical services also should be clearly indicated in the financial proposal.
- (e) As indicated earlier, KISEB will have the right to procure the proposed ERP solution directly from the OEM. The financial proposal should clearly indicate the applicable taxes, if the ERP solution is bought directly from the OEM. It is also requested to indicate the applicable taxes if the ERP solution bought through the bidder.
- (f) The **payment terms for the ERP solution** and the **annual technical services** should be part of the financial proposal.

7.2.4 Contents of the Financial Proposal for implementation services

- (a) This is a fixed price project without any scope for varying the price during the contract period. The cost of any delay in execution of the project will be borne by the bidder.
- (b) The quoted price must be detailed and must cover all the requirements of KISEB and the terms and conditions laid out by KISEB. The quoted price must be summarized as specified in this TENDER DOCUMENT.

- (c) The bidder is required to provide the price under three separate headings, as given in the format for financial proposal.
- (i) Price for Implementation including configuration and development, data migration among others as per the TENDER DOCUMENT, till—usage ready and completion of user adoption services after—complete deployment and one (1) year warranty.
- (ii) Price for one-year support after the warranty period.
- (iii) Price for second, third, fourth and fifth year of support.

Payment terms for implementation services

No.	Major activity/Milestone	Deliverable	% payment of the total project cost
1.	Project Preparation phase	<ul style="list-style-type: none"> Agreed and finalised project plan Inception report Core team training completion report Team profile finalisation and mobilization sign off 	5%
2.	Business Design	<ul style="list-style-type: none"> Master list of processes “As-is” process mapping & analysis “To-be” process & gap analysis report Customization requirement report Master data structures Legacy systems integration report Change management requirement report & strategy Business design blueprint sign off 	20%
3.	Configuration and customization	<ul style="list-style-type: none"> Configuration document Integration and interface specification Authorization, security and access control specification Demonstration report 	55%
4.	Training	<ul style="list-style-type: none"> Training requirement report Training curriculum Training schedule & completion report 	
5.	Integration Testing	<ul style="list-style-type: none"> Unit test report, integration test report, full load, stress test report & sign-off User acceptance protocol Integration testing of ERP System, user and other manuals 	
6.	Audit and quality control	<ul style="list-style-type: none"> Quality audit acceptance System quality assurance undertaking Action taken report 	
7.	Data Migration	<ul style="list-style-type: none"> Functional specifications for upload programs Data migration methodology & completion report 	
8.	Cut over and -usage ready preparation	<ul style="list-style-type: none"> Functional help manual Cut over strategy report Back up strategy and Disaster Recovery Plan Fail over system plan Test Report 	10%
9.	Usage ready and support	<ul style="list-style-type: none"> Usage ready Sign Off Action taken report Transition quality gate(s) sign-off 	

10.	Operations and managed services	<ul style="list-style-type: none">• Performance Evaluation report• SLA report• Action taken report• Transition plan	10% to be retained and paid at the end of the warrant period
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STAGE 1: COMPLIANCE WITH MANDATORY PRELIMINARY REQUIREMENTS

Compliance with mandatory preliminary requirements

No.	Requirement	Responsive (R) or Not Responsive (NR)
1	Must Submit a copy of Certificate of Registration/Incorporation	
2	Must Submit a copy of Valid/ Current Tax Compliance certificate	
3	Must submit the last three years Audited financial Statements	
4	Must submit a dully filled up Confidential Business Questionnaire in the format provided	
5	Power of attorney/ Authorization Letter, Giving the name of person who should be signing the Bid, authorizing him to submit/execute this agreement as a binding document	
6	The Bidder must have successfully completed/undertaken a minimum of 3 similar projects in the past 10 years. At least Two (2) of these should be Government Institutions. The firm is required to provide completion certificates/Signed Contract Documents/LPOs/LSOs/Reference letters	
7	Impact of litigation statement signed by Commissioner of Oaths.(As per template provided by KISEB)	
8	CR12 form issued by the Registrar of Companies.	
9	Pagination/serialization/numbering of all the tender documents submitted (All pages)	
10	Certificate/letter of accreditation from ICT Authority or Prequalification by Ministry of ICT.	
11	Valid Manufacturer authorization letters from the proposed OEM's/manufacturer confirming authorization of the bidder to submit a bid(Exemptions will be made where the OEM manufacturer is the one bidding, though evidence will be expected	
	Tender security of 10% of the value of the assignment	

At the stage above, tenderers submission will either be responsive or non- responsive. The non- responsive submissions will be eliminated from the entire evaluation process and will not be considered further. Tenders will therefore proceed to the technical evaluation stage only if they qualify in compliance at this stage.

GENERAL TECHNICAL REQUIREMENTS		Bidder Response	Bidder's response to capability (S, W, C,T N)
9.	The system should have seamless and traceable integration functions to other systems including to External enterprise systems such as ERP, CRM, KISEB systems, Payment platforms,		
10.	Simple and Intuitive user interfaces with quick loading and light user experience		

11.	The system should support cloud-based hosting on renown platforms such as Microsoft azure or google cloud or amazon		
12.	Real time system updates without the need for additional or new client installations or compilations		
13.	The system must provide industry standard integration mechanisms to facilitate integration with other systems in the organization.		
14.	Comprehensive audit trail features including a facility to monitor system usage both online and in hard copy, showing system activity by: User ID; Application/Module; Terminal; Date/time; Activity (before and after image) Changes report capturing all the above.		
15.	The system MUST provide for data encryption over the network and incorporate industry standard security management functionality.		
16.	Ability to support a customizable home page (dashboard) with user defined “favourites” for analysis/reports /menus and other optional features		
KISEB Student Self-Service Portal			
17.	Ability to register new and continuing student’s bio data.		
18.	Ability to enforce mandatory fee items upon registration, renewal or unit booking.		
19.	Process and send student registration and exam receipts		
20.	Enforce Student checklist to track application completeness and validity.		
21.	On admission, the system should send the student the admission letter as an email notification.		
22.	Ability to manage the exam units based on programs, levels.		
23.	Enforce exam registrations rules: minimum of 3 units or 7 units unless exemptions apply.		
24.	Prevent exemptions on non-exemptible units, through administration of exam units		
25.	Ability to support Email notifications.		
26.	Ability to raise exam registration invoices and track their status.		
27.	Allow multiple forms of payment e.g. cash, Mpesa, bank deposits.		
28.	Ability to print exam cards/timetable (from the student exams portal.)		
29.	System should provide students with reports about their registration and fee payment status (statement) on the portal.		
30.	Allow for sending of pre-exam reminders for outstanding examination bills to students.		
31.	Allow printing of exam sitting schedules/student lists.		
32.	Ability to print exam timetable and transcripts from the portal		
Exam Management Module			

The functionality is charged with managing the financial aspects of the student exams management processes. The flow of information will be from the Student Self Service Portal to the ERP system for exams and results processing and back to the portal for student reports e.g. timetables, result transcripts and account statements.

The ERP will ensure a fluid flow of information and user interactions across a student's lifecycle, and have the constraint of accessing such data based solely on configurations relating to user/role rights and permissions.

The scope will cover the following:

- viii. Student Registration processes
- ix. Student Billing
- x. Student Examination entry/booking
- xi. Exam Deferrals process
- xii. Student Unit Exemption process
- xiii. Examination processing

Exam Reporting & Data Analysis

27.	Allow for easy reconciliation of bank accounts vs student exam collections.		
28.	Prevent ineligible students from sitting for exams based on payment status by pushing only paid up students to the exam manager.		
29.	System should provide students with reports about their registration and fee payment status (statement) on the portal.		
30.	Allow printing of exam sitting schedules/student lists.		
31.	Ability to integrate all the transactions related to students with GL.		
32.	Ability to generate receipts on every payment and allocate to specific line items.		
33.	Ability to handle examination fee refunds.		
34.	Manage student examination fees over payments.		
35.	Illustrate the ability to upload data from the bank statement directly into the system and update the student accounts appropriately.		
36.	Illustrate the ability to capture applications in the system.		
37.	Record exam related comments on the student's registered units for display on the student exams portal.		
38.	Enforce exam registrations rules: minimum of 3 units or 6 units unless exemptions apply.		
39.	Generate the units to be pushed to the exam management system.		
40.	Manage student unit exemptions.		
41.	Allow separate, mutually exclusive billing of student registration and exam bookings invoices.		
42.	Track student registrations without existing registration payment using a status [pending, paid, confirmed, rejected, downgrade, and upgrade, admitted], only send admitted students to the exam manager.		

43.	Control unit combinations to prevent overlapping units based on levels/parts.		
44.	Allow incremental exam units booking and billing based on pre-defined rules.		
45.	Allow miscellaneous communication through user initiated email notifications to the student e.g. request for copies of ID, transcripts.		
46.	Enforce Student check list to track application completeness and validity. **Allow printing of the checklist and sending of incomplete checklist item to the student. Allow signing of the checklist on hard copy.		
47.	Track documents provided by the student, and automatically tick off the related checklist item. (Optional, document attachment).		
48.	On admission, the system should send the student the admission letter as an email notification.		
49.	Manage student registration numbers, automatically assign and increment.		
50.	Exemptions are subject to a review process, and allow generation of an exemptions report.		
51.	Allow for exam appeal process for remarking, auto bill and receive the applicable fees.		
52.	Management of timely or untimely deferrals and withdrawals , allowing for retaining of 25% as withdrawal due to illness or 15% deferral surcharge for postponement.		
Financial Management			
13.	This is the core of the system as all transactions with a financial impact are expected to reflect under the chart of accounts area.		
14.	Allows for flexible and accurate reporting capabilities, based on a properly constituted reporting hierarchy (using system dimensions).		
15.	Allows for tracking of all organizational expenditure against a pre-defined budget allocation.		
16.	Provide the ability to define and track such budgetary allocation, expenditures and balances.		
17.	Cash receipting for managing the various periodic payments received from students regarding registration, tuition, renewals and exam fees etc.		
18.	The scope will cover the following:		
19.	General ledger		
20.	Cash management		
21.	Receivables		
22.	Payables		
23.	Fixed Assets		
24.	Related reports		
CORE FINANCE SETUPS			
23.	Provide an interface that allows cash receipts captured in the system to be automatically reflected on the GL and cash book on a real time basis.		

24.	Allow authorized users to post transactions to the current, future and previous periods throughout the system		
25.	Ability to flag prepayments to show periods they relate to (and system creates required entries)		
26.	Ability to support reversal of journal entries. Ability to compare invoices relating to a specific period (based on invoice date and date processed) with the related accruals that were made previously to try and gauge the accuracy of accrual processes		
27.	Ability to compare financial reports such as Income and expenditure and Balance sheet against budget, across periods e.g., month, year to date, previous three cumulative years		
28.	Ability to generate management accounts and statutory accounts reports from the ledger		
29.	Allow for creation of customized reports to serve various funding source requirements		
30.	Ability to secure financial and reporting information to appropriate individuals associated with specific departments, roles or functions		
31.	Ability to summarize detail accounting information into multiple summary levels as needed		
32.	Ability to import / export data in various formats e.g. Excel, PDF, RTF, CSV		
33.	Ability to create a Receipt if paying Cash/cheque /EFT/Mobile		
34.	Ability to link payments to student details		
35.	Ability to retain data integrity between sub- ledgers and the general ledger		
36.	Ability to deposit payments receipt to an account		
37.	Ability to request for Approval for unmatched payments (Payment not matched with units registered)		
38.	Ability of Receipting of the cash, cheques and direct bank credits in the receipt book.		
39.	Posting of the receipts cash book into the general ledger.		
40.	Facility to monitor accounts receivable total against budget as well as Ability to support multiple bank accounts. Bidder to specify no. of bank accounts the system can support		
41.	AR reconciliation report		
42.	Ability to Set reminder for when a bill is due		
43.	Ability to show/track unpaid bills		
44.	Ability to support expense policy definition and compliance – e.g., approval limits for expenses		
	<i>Provide expense reports grouped by:</i> a. Individual b. Cost centres c. Expense Item d. Department		
	Ability to support expense reporting and analysis by vote		
	Ability to consolidate individual expenses into departmental expense reports		

CORE STUDENT SETUPS			
10.	Students payments X. Registration XI. Renewal XII. Exemptions XIII. Examinations entry XIV. Remarking XV. Deferment XVI. Administration fee ** XVII. Accreditation fee ** Ability to integrate with banks		
11.	Ability to issue receipt notification via Print, Email & SMS		
12.	Process students refund Withdrawal, Overpayment refunds, Remarking fee		
13.	Ability to process Sponsorships and donations to student stakeholders		
14.	Ability to provide reports based on different parameters for example, Student, Date range		
15.	Online service for services such as: VI. Receive invoices and supporting documents approved for payment from online platform VII. Verify payments online. VIII. Authorise payments online. IX. Sign cheques online. Notify suppliers online.		
16.	Examination Centers Management functionality <ul style="list-style-type: none"> ▪ Support for Identification/Accreditation of New Examination Centres ▪ Ability to allocate Examination Centres to students ▪ Ability for students to change examination centre ▪ Support for student withdrawal on medical grounds ▪ Support for student withdrawal on basis of other reasons ▪ Support for student deferment of an examination sitting Communicate to students on unpaid balances		
17.	Ability to interface to the Examination processing System		
18.	Capture and track Issuance of Students Identification Cards		
Supply Chain Management			
Useful in enforcing budget checks at all points of organizational expenditure Enforce 'Requisition to Pay' , inventory controls, replenishment controls, supplier delivery controls Utilization of the procurement plan functionality The Supply Chain Management will require the system with the following functionalities:			
18.	Procurement and asset disposal planning		
19.	Procurement plan/budget monitoring		
20.	Registration of suppliers		
21.	Purchase/stores requisition management		

22.	Sourcing of goods, works and services		
23.	Evaluation process		
24.	Preparation of professional opinions		
25.	Award of contracts		
26.	Procurement and contract management		
27.	Contract administration, implementation and monitoring		
28.	Inventory management, Store issues and stock taking		
29.	Inspection and acceptance		
30.	Asset management and distribution		
31.	(i) Asset maintenance		
32.	(ii) Asset tagging and allocation among others		
33.	(iii) Replacement, scrapping and decommissioning		
34.	(iv)Physical verification and reconciliation		
	Human Resource Management		
46.	To handle the key aspects of Human Resource management such as; Organisation Details, employee bio data management, leave management, training and recruitment management, performance and appraisal management, jobs and organization management.		
47.	Organisation Details		
48.	Ability to capture company Name, PIN, NSSF, VAT Nos		
49.	Ability to capture Company's Postal Address, Telephone Number, Email, Town, City or County.		
50.	Ability to Set company calendar to include all events/public holidays		
51.	Ability to capture Multi-company/ subsidiaries and branches information		
	Employee Profile		
52.	Ability to Capture Payroll Number, PIN Number, HELB, NHIF and NSSF Numbers.		
53.	Ability to Capture name, date of birth, religion, tribe, job position, job title, department, gender, marital status.		
54.	Ability to capture staff post office number, mobile number name of kin, relationship, residential address.		
55.	Ability to capture spouse, dependents, their dates of birth, next of kin and beneficiaries.		
56.	Ability to Capture important dates (D.O.B, D.O.A, D.O Probation, wedding anniversary, date joined pension, medical termination dates.		
57.	Captures qualifications- academic, year of graduation, professional and company- sponsored courses.		
58.	Ability to Capture employee contract type and terms; Permanent & Pensionable 1, 2, 3 year contract; other.		
59.	Ability to capture employee's Payment Details e.g. Bank Code, Bank Branch code, Bank Account Number.		
60.	Ability to capture expiry date of Contract and date of exit.		
61.	Ability to Capture reason for exit (normal retirement, early retirement, Terminated, Resigned – Alternative employment, others.		

62.	Ability to capture employee benefits – medical limits, mortgage, car, last expenses and other benefits.		
63.	Ability to link employee to payroll as specified.		
	Recruitment, Selection and Training		
64.	Ability to capture all vacancies available in the organization.		
65.	Ability to Capture unsolicited job applicants details(name ,age, academic/professional qualification , years of experience)		
66.	Ability to capture requirements CV template-allow for adjustments depending on vacancy.		
67.	Ability to Shortlist according to the requirements of position.		
68.	Ability to Capture details of advertising i.e. costs , media/agency used ,dates of adverts and actual advert drafts for various positions		
69.	Ability Capture recruitments turnaround time		
70.	Ability to capture key comments/views of selected candidates during interviews.		
71.	Allow linkage to training assessment/appraisal module.		
72.	Ability to generate a Shortlists results report of final interview.		
	Payroll Management		
73.	The payroll functionality allows easier payroll processing process, accurate and timely reporting e.g. statutory reporting.		
74.	Integration to advances and imprest recovery, payroll approval workflows, employee self-service payslips etc.		
	PAYROLL PROCESSING		
75.	The system should support integration with the HR module so that staff details e.g. Names are captured once		
76.	The system should have the ability to accumulate deductions according to deduction codes		
77.	The system should have the ability to accumulate earnings according to earning codes		
78.	The system should produce all statutory reports required by Kenya’s laws and regulations		
79.	The system should support automatic computation of Kenyan statutory deductions and report generation		
80.	The system should maintain data up to statutory period of (7 years) without downgrading the performance of the system		
81.	The system should have the ability to support timed deductions, i.e. provide deductions for a specific period		
82.	The system should allow for unlimited number of loans in the system and support multiple loans per employee		
83.	The system should have the ability export data to office applications i.e. Excel and word		
84.	The system should have the ability to automate payroll entries to the GL		
85.	The system should have the ability to administer involuntary deductions e.g. recovery of advances		

86.	The system should have the ability to automatically calculate employee and employer taxes		
87.	The system should have the ability to make adjustments after payroll run with audit trails		
88.	The system should have the ability to distribute payroll processing throughout payroll period, e.g. processing static data at beginning of period and making adjustments at period end		
E-Board Management Portal			
4.	Document repository for easy sharing/review of board papers		
5.	Provide centralized communication – shared calendar of events		
6.	Email and SMS notifications to council members/attendees		
ICT / System Administration			
5.	User setups		
6.	Access control for roles and privileges		
7.	System management and administration		
8.	Systems Security		

Technical Approach and Methodology Evaluation

AREA	DESCRIPTION	SCORE
A. METHODOLOGY	<p>Methodology</p> <ol style="list-style-type: none"> 1. Adequacy of the proposed methodology and work plan in responding to the scope of work and quality assurance framework- 5 marks 2. Clear and concise project implementation/execution plans with logical sequence of tasks and milestones- 3 marks 3. Project organization chart with clear roles, responsibilities and reporting lines- 4 marks 4. Stakeholder KISEB engagement plan-5marks 5. Complete training plan for technical, super users and end users -10marks 6. Data migration plan- 5 mark 7. Appropriate approach for testing and debugging-5marks 8. Vendor support mechanism/plan after go-live (within and after the six months support period)- 3 mark <p>Note: The Bidder must clearly demonstrate how each deliverable will be attained in line with the Terms of Reference (ToRs)</p>	40
B. TECHNICAL STAFF COMPETENCES (TOTAL SCORE=30%)		
<p>Attach the CVs accompanied by copies of Academic and specialization certificates for key personnel proposed for administration and execution of the contract. The CV should be detailed to include the specific role played in the project and area of specialization.</p>		

Project Manager	<ul style="list-style-type: none"> • Masters in Computer Science, Engineering, IT or related degree. • A minimum of 10 years' experience in IT field. • A minimum of 6 years' experience in Project management. • Professional experience in developing and implementing and managing scalable systems with competencies in system analysis and design, business continuity management (BCM) and information security management and IT in general (minimum of four projects). • PMI or other equivalent project management certifications and/or training in project management and/or certification in business analysis or any relevant field. 	5
Security expert	<ul style="list-style-type: none"> • B.SC/ in Computer Science, ICT, Engineering or related disciplines • Have relevant certifications in the area of system security. • Over four years of experience in ICT security field and should have experience in ICT systems security design, development, Implementation. (minimum of four projects) 	3
System designer and developer/System Engineer	<ul style="list-style-type: none"> • B.SC/ in Computer Science, ICT, Engineering or related disciplines • Relevant certifications in systems development e.g expert system engineering professional (ESEP), certified system engineering professional (CSEP) among others and have relevant certification in the area of web-based systems and certification in various Programming software e.g C, C++, ORACLE, MYSQL, the area. • Over four years of experience in ICT system design, development and implementation. Give a minimum of four projects 	3
Database developer and administrator	<ul style="list-style-type: none"> • B.SC/ in Computer Science, ICT, Engineering or related disciplines • Relevant certifications in the area of database development. • Minimum three years experience in system development/ or irrelevant field (provide reference of three projects). 	3
System integration expert	<ul style="list-style-type: none"> • B. Sc in computer science/IT or relevant field • Relevant certifications in the area of system development. • Minimum three years experience in system development and integration/ or in relevant field (Provide reference of three projects). 	3
Web-based system developer	<ul style="list-style-type: none"> • B. Sc in computer science/IT or relevant field • Relevant certifications in the area of system development. • Minimum three years experience in online/web based system development or relevant field (reference of three projects) 	3

STAGE 3: TECHNICAL SCORING (THE DETAILED ASPECTS OF THE ERP SOLUTION)

During this stage, the proposals shall be subjected to a thorough evaluation to check if they meet the technical requirements as captured in the bid documents. Bidders are advised to ensure that they clearly explain in their bid document how they meet the technical requirements. Bidders will also be required to conduct a demonstration of the proposed system.

TECHNICAL EVALUATION CRITERIA

AREA	DESCRIPTION	SCORE
4. DEMONSTRATION OF THE PROPOSED SOLUTION (60 MARKS)		
Note: Demonstration will only be for firms which have scored 60 marks and above of the Technical scores in items 1 to 3 above.		
Demonstration of the system	Technical aspects-any existing system that has the functionalities described in the technical specification section of this document	30
Total		100

Bidders who score 80% and above in Stage 3 will be deemed to be technically responsive and will qualify to be evaluated for financial responsiveness.

STAGE 4: THE FINANCIAL EVALUATION

Only financial bids of Bidders who have technically qualified shall be opened for further evaluation. Bidders are required to clearly show how they have arrived at the final figure of the project cost. Therefore, Bidders are expected to provide definitions, metrics, unit and total cost of each item in the financial bid.

The table below in conjunction with clause 7.2 is to be used as a guide in preparing the financial bid:

Item	Metric used	Unit cost	Total cost (Inclusive of all applicable costs and taxes) (Ksh.)
Project preparation			
Business design			
Setup, configuration and customization			
Licensing			
System testing			
Data migration			
Training			
Documentation			
System commissioning			
User support			
Grand Total			

STAGE 5: RANKING OF THE BIDDERS

The evaluation of the responsive bids will take into account the Bidder's capacity to deliver service in addition to financial responsiveness. Thereafter the bidders who have scored 80% and above at the Technical evaluation stage will be ranked based on the total amounts quoted in their financial proposals. The bid with the Lowest Financial Proposal amount will be considered to be the most responsive and will be eligible for a site visit.

STAGE 6: DUE-DILIGENCE

Due-diligence may be conducted on the bidder who will have emerged the winner. In case the report is not positive the next most responsive bidders may be considered for due diligence in order of ranking as appropriate.

SECTION VIII: STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the Tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the Tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the Tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **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 form provided herein or in another form acceptable to the procuring entity.
7. **Letter of Notification of Award** – The letter shall be written to the successful bidder
8. **KISEB FORM 3: Client Reference Form** – The form should be duly filled and submitted by at least five (5) firms.
9. **Anti-Corruption Declaration** - This form must be completed by the Tenderer and submitted with the tender documents.

8.1 FORM OF TENDER

Date: _____ 2021

**TENDER NO. KISEB/RFP/02/2021
PROVISION OF ENTERPRISE RESOURCE PLANNING (ERP) UPGRADE**

To: Ag. Secretary and Chief Executive Officer
KISEB
P. O. Box 22873-00505 NAIROBI.

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda No. ____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for _____ in conformity with the said tender documents for the Grand Total Contract sum of shillings _____ as total Cost

PROVISION OF ENTERPRISE RESOURCE PLANNING (ERP) UPGRADE

(total tender amount in words and figures) in accordance with the Schedule of Prices/Schedule of Requirements attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to provide the services of **PROVISION OF ENTERPRISE RESOURCE PLANNING (ERP) UPGRADE**

in accordance with the Specifications specified in the Schedule of Requirements and details of the services to be sourced and monitored by the service provider.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to ___ percent of the contract price for the due performance of the contract in the format prescribed by KISEB

We agree to abide by this tender for a period of **one hundred and twenty (120) 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. 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.

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

Dated this _____ day of _____ 2021.

(Signature)

(In the capacity of)

Duly authorised to sign tender for and on behalf of _____

8.2 PRICE SCHEDULES

Only financial proposals of Bidders who have technically qualified shall be opened for further evaluation. Bidders are required to clearly show how they have arrived at the final figure of the project cost. Therefore, Bidders are expected to provide definitions, metrics, unit and total cost of each item in the financial bid.

The table below is to be used as a guide in preparing the financial bid:

Item	Metrics used	Unit cost	Total cost
Project preparation			
Business design			
Setup, configuration and customization			
Licensing			
System testing			
Data migration			
Training			
Documentation			
System commissioning			
User support			
Setup of the knowledge centre			
Grand Total Contract Sum			

The total amount in words Inclusive of all applicable taxes and costs quoted for

Signature..... Email Address.....

Name of authorised representative.....

Company Stamp.....

Telephone/Mobile Number.....

- Please refer to Project Deliverables and detailed information on how to prepare financial proposal.
- This price schedule should form part of the Financial Proposal.
- The Tenderer shall fill in the Grand Total Contract Sum Inclusive of all relevant applicable taxes and costs. Items for which no rate and/or price is entered by the Tenderer will not be paid for by when executed and shall be deemed covered by the other rates and prices.

8.3 CONTRACT FORM

THIS AGREEMENT is made the _____ day of _____ 2021 between KISEB

Of P. O. Box 22873-00505 NAIROBI of the one part and _____ (name of Tenderer) of P. O. Box _____ (City and country of Tenderer) hereinafter called -the Tenderer) of the other part;

WHEREAS KISEB invited tenders for

PROVISION OF ENTERPRISE RESOURCE PLANNING (ERP) UPGRADE

and has accepted a tender by the Tenderer for the provision of the services in the Grand Total Contract 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 partof this Agreement viz:
 - (a) The Tender form
 - (b) Price Schedule form
 - (c) Schedule of Requirements
 - (d) Details of ERP System
 - (e) General Conditions of Contract
 - (f) Special Conditions of Contract
 - (g) Technical Specifications
 - (h) KISEB Notification of Award
 - (i) Letter of Acceptance
 - (j) Financial Proposal Document
3. In consideration of the payments to be made by KISEB to the Tenderer as hereinaftermentioned, the Tenderer hereby covenants with KISEB to provide the services as anadministrator of KISEB Staff medical scheme and to remedy defects therein inconformity in all respects with the provisions of the contract
4. KISEB hereby covenants to pay the Tenderer in consideration of the provisions ofthe services and the remedying of defects therein, the contract price or such other sumas 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 inaccordance with their respective laws the day and year first above written.

Signed:

For KISEB

Signature: _____

Name: _____

Date: _____

For Tenderer

Signature: _____

Name: _____

Date: _____

In the presence of:

Signature: _____

Name: _____

Date: _____

8.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are required to give the particulars indicated in part 1 and either 2(a), 2(b) or 2(c) whichever applies to your type of business.

A Tenderer who gives false information will be disqualified.

Part 1 – General:

Business Name.....
(Attach copy of certificate of Incorporation or Registration Certificate)

Location of Business.....

Plot No..... Street/Road..... Postal Address.....

Tel.No..... Email Address..... Nature of Business.....

Current Trade Licence No..... Expiry date.....

PIN No..... VAT No.....

Attach copy of pin Certificate and copy of VAT certificate

Maximum value of business you can handle at any one time: Sh.

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

Part 2 (a) – Sole Proprietors

Your name in full.....

Nationality; (State whether Kenyan or Non Kenyan)

Part 2(b) – Partnership:

Give names of partners as follows:

Name	PIN No.	Nationality	Shares
1.....
2.....
3.....

Part 2(c) – Registered Company

Private or Public

Give Details of all Directors as follows:

Name	PIN No.	Nationality	Shares
1.....
2.....
3.....
4.....

Signed..... Date.....

(Authorised signatory of the firm)