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## INVITATION FOR TENDER

**TENDER NO. KAS/EBMS/010/2018/2019:**

**SUPPLY, DEPLOYMENT, COMMISSIONING AND SUPPORT OF AN  
ELECTRONIC BOARD MANAGEMENT SYSTEM**

**CLOSING DATE: .THURSDAY, 25 APRIL 2019  
CLOSING TIME: 10:00 A.M**

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## SECTION I: INVITATION FOR TENDERS

Date: .....

### TENDER NO. KAS/EBMS/010/2018/2019: SUPPLY, DEPLOYMENT, COMMISSIONING AND SUPPORT OF ELECTRONIC BOARD MANAGEMENT SYSTEM

kasneb invites your firm and other registered suppliers to submit sealed bids for Supply, Installation, Configuration, Commissioning and Implementation of an EBMS with a web interface and App interface.

Interested firms may obtain further information from and inspect the tender documents at the offices of **kasneb** situated in **kasneb** Towers, Hospital Road, Upper Hill, NAIROBI during normal working hours between 8.00 a.m. and 4.00 p.m. every day from Monday to Friday.

Interested firms may obtain the tender documents from the Supply Chain Management Unit office located at **kasneb** Towers, Hospital road, Upper Hill, Nairobi between 8:00 a.m and 4:00 p.m upon payment of a non-refundable fee of shillings of one thousand five hundred (Sh.1,500) only per tender in form of cash or Bankers cheque payable to **kasneb**. Alternatively, the tender documents may be downloaded from the **kasneb** website: [www.kasneb.or.ke](http://www.kasneb.or.ke) at **NO FEE**. The bidders who download the tender documents must register their details with the kasneb Supply Chain Management Office via email address: [procuretwo@kasneb.or.ke](mailto:procuretwo@kasneb.or.ke) so as to receive any clarifications and/or addenda.

Complete tender documents accompanied by a Tender Security of Shillings two million, (Sh.2,000,000) only of the tender sum in the form of a bank guarantee or guarantee from an insurance company approved by the **Public Procurement Regulatory Authority (PPRA)** must be enclosed in a plain sealed envelope marked with the tender number and tender name and addressed to:

**Acting Chief Executive Officer,**  
**kasneb,**  
**kasneb Towers, Hospital Road, Upper Hill,**  
**P. O. Box 41362-00100, 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 next to Supply Chain Management Unit Office at **kasneb** Towers or be sent to **Acting Chief Executive Officer** so as to reach him on or before the closing date and time on **Thursday, 25 April 2019 at 10.00 a.m.**

The tenders will be opened immediately after the closing date and time on **Thursday, 25 April 2019** in the **kasneb**, Conference Hall. Bidders or bidder representatives are invited to witness the opening.

Yours faithfully

**ACTING 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 Appendix to 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 kasneb'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 **kasneb** 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 the 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 **kasneb** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and **kasneb**, will not be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.
- 2.2.3 **kasneb** 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) Specifications of the EBMS system
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form
  - (x) Tender security Form
  - (xi) Performance security Form

(xii) Manufacturers Authorization 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 kasneb by post, fax or by email at the kasneb's address indicated in the Invitation for tenders. kasneb will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 kasneb shall reply to any clarifications sought by the Tenderer within 3 days of receiving the request to enable the Tenderer to make timely submission of its tender.

**2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, kasneb, 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.

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

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

**2.6 Language of 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 kasneb, shall be written in English language. Any printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

**2.7 Documents Comprising the Tender**

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 paragraph 2.8, 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 (if applicable)

(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.
- 2.9.2 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 kasneb'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 shall not exceed 2% per cent of the tender price. *(Percentage Not applicable. provide absolute figure)*
- 2.12.3 The tender security is required to protect kasneb against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 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).
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by kasneb as non-responsive, pursuant to paragraph 2.20.5.
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity.
- 2.12.7 The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 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 2.29 or
    - (ii) Furnish performance security in accordance with paragraph 2.30.
  - (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 **kasneb**, 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, **kasneb** 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.

### 2.12 Format and signing of the tender

- 2.12.1 **kasneb** shall prepare one copy of the tender. The Tenderer shall submit the tender in two copies in two separate envelopes. **Technical Proposals** 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 them, the original shall govern.
- 2.12.2 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.
- 2.12.3 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 Acting Chief Executive Officer, **kasneb**, P. O. Box 41362-00100 NAIROBI.
  - (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, **kasneb** 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 **kasneb**, or be sent so as to be received at **kasneb** on or before the closing date and time on **Thursday, 25 April 2019 at 11:00 a.m.**

2.16.2 **kasneb** 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 **kasneb** 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 **kasneb** 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 **kasneb** 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 **kasneb** may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 **kasneb** 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 and time on **Thursday, 25 April 2019, at 11.00 a.m.** in the **kasneb** Towers Conference Hall in the presence of Tenderers' representatives present.

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.



2.18.4 **kasneb** will prepare minutes of the tender opening, which will be submitted to Tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders **kasneb** 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 **kasneb** 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**

- 2.20.1 **kasneb** 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.
- 2.20.2 The tender sum as submitted and read out during the tender **opening of the financial proposals** 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.
- 2.20.3 **kasneb** 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20 **kasneb** 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. **kasneb's** determination of a tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected 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, **kasneb** 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 **kasneb** will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.22.2 **kasneb'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

**kasneb** 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 **kasneb's** required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on 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. **kasneb** may consider the alternative payment schedule offered by the selected Tenderer.

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

## 2.23 Contacting **kasneb**

2.23.1 Subject to paragraph 2.19 no Tenderer shall contact **kasneb** on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a Tenderer to influence the members of staff of **kasneb** 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

2.24.1 **kasneb** 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.

2.24.2 The determination will take into account the Tenderer is 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 **kasneb** deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event **kasneb** 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

2.25.1 Subject to paragraph 2.29 **kasneb** 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.

2.25.2 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 kasneb's Right to accept or Reject any or all Tenders**

2.26.1 **kasneb** 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 **kasneb** determines that none of the tenders is responsive, **kasneb** shall notify each Tenderer who submitted a tender.

2.26.3 **kasneb** shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any Tenderer.

2.26.4 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, **kasneb** 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 **kasneb** 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, **kasneb** will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.27.4 If you do not receive any official communication **within 120 days** after the tenders closing date and time of **Thursday, 25 April 2019 at 11.00 a.m.** Kindly consider that your tender application was unsuccessful.

## **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 **kasneb**.
- 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 **kasneb** may make the award to the next lowest evaluated tender or call for new tenders.

### **2.30 Corrupt or Fraudulent Practices**

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

**Please note that:**

The Tender Documents

(Technical Proposal and Financial Proposal ) submitted SEPARATELY should be accompanied by a clear **Table of Contents** and the Documents must be **clearly serialized/numbered/paged.**

## 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) authorisation for <b>KAS/EBM/009/2018/2019: Supply, Deployment, Commissioning And Support of Electronic Board Management System</b>																								
2.10	Tender prices shall be quoted in <b>kenya shillings</b>																								
2.11	The technical specifications and conformity requirements are given in the subsequent sections of the tender document including sections VI,V and VI																								
2.12	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 <b>120 days</b> <b>Tenderers who would not have received any communication within the 120 days after opening of tenders should consider themselves unsuccessful.</b>																								
2.18	Date, Time and place of bid opening: <b>Thursday, 25 April 2019 at 11.00 a.m. Kasneb Towers, Conference Hall</b>																								
2.22	<p><b>Preliminary evaluation criteria (mandatory)</b> A preliminary evaluation will be carried out and bidders who will be missing any of the following items shall be considered non-responsive and hence will not be considered for further evaluation. The bidders are required to submit the following documents, failure to which they shall not be considered for further evaluation.</p> <table border="1" data-bbox="391 1230 1544 1581"> <thead> <tr> <th data-bbox="391 1230 472 1262">N</th> <th data-bbox="480 1230 1344 1262">Criteria</th> <th data-bbox="1352 1230 1544 1262">Priority</th> </tr> </thead> <tbody> <tr> <td data-bbox="391 1268 472 1299">1.</td> <td data-bbox="480 1268 1344 1299">Tax compliance certificate.</td> <td data-bbox="1352 1268 1544 1299">Mandatory</td> </tr> <tr> <td data-bbox="391 1306 472 1337">2.</td> <td data-bbox="480 1306 1344 1337">Certificate of Incorporation/Registration.</td> <td data-bbox="1352 1306 1544 1337">Mandatory</td> </tr> <tr> <td data-bbox="391 1344 472 1375">3.</td> <td data-bbox="480 1344 1344 1375">Completed Confidential Business Questionnaire.</td> <td data-bbox="1352 1344 1544 1375">Mandatory</td> </tr> <tr> <td data-bbox="391 1381 472 1413">4.</td> <td data-bbox="480 1381 1344 1413">Completed Anti-corruption declaration form.</td> <td data-bbox="1352 1381 1544 1413">Mandatory</td> </tr> <tr> <td data-bbox="391 1419 472 1451">5.</td> <td data-bbox="480 1419 1344 1451">Audited accounts for the last three (3) financial years.</td> <td data-bbox="1352 1419 1544 1451">Mandatory</td> </tr> <tr> <td data-bbox="391 1457 472 1535">6.</td> <td data-bbox="480 1457 1344 1535">Original and copy of the technical and financial proposals as specified in the tender document.</td> <td data-bbox="1352 1457 1544 1535">Mandatory</td> </tr> <tr> <td data-bbox="391 1541 472 1572">7.</td> <td data-bbox="480 1541 1344 1572">CR 12 FORM from Registrar of Companies</td> <td data-bbox="1352 1541 1544 1572">Mandatory</td> </tr> </tbody> </table> <p><b>Technical evaluation</b> This will be a two stage evaluation involving examination of fulfillment of the mandatory technical requirements for the success of the proposed solution and a detailed evaluation of the proposals' ability to meet the set specifications. Those submissions that do not meet any of the mandatory technical requirements will not be considered for the detailed evaluation.</p>	N	Criteria	Priority	1.	Tax compliance certificate.	Mandatory	2.	Certificate of Incorporation/Registration.	Mandatory	3.	Completed Confidential Business Questionnaire.	Mandatory	4.	Completed Anti-corruption declaration form.	Mandatory	5.	Audited accounts for the last three (3) financial years.	Mandatory	6.	Original and copy of the technical and financial proposals as specified in the tender document.	Mandatory	7.	CR 12 FORM from Registrar of Companies	Mandatory
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7.	CR 12 FORM from Registrar of Companies	Mandatory																							

KAS/EBMS/010/2018/2019: SUPPLY, DEPLOYMENT, COMMISSIONING AND SUPPORT OF ELECTRONIC BOARD MANAGEMENT SYSTEM

### Mandatory technical evaluation

No.	Mandatory technical requirement	Responsive (R) or Not Responsive (NR)
1.	Valid Manufacturers' Authorisations or a letter of product ownership	
2.	Letter/certificate of accreditation by ICT Authority	
3.	Proof of presence in the local (Kenyan) market within the last three (3) years.	

### Detailed technical evaluation

During detailed evaluation, the proposal shall be subjected to a more thorough evaluation to check if it meets the technical requirements as stated in the bid documents. The pass mark for this evaluation stage is seventy percent (**70%**). Bidders who fail to meet the pass mark of **70%** shall be disqualified from continuing to the next stage of financial evaluation. Each of the requirements in the bids shall be scored as weighted below:

No.	Item Description	Marks
1	<b>Specific experience of the firm in the last five (5) years</b>	<b>[10]</b>
	<ul style="list-style-type: none"> <li>Have expertise and skills in undertaking five (5) similar projects by providing evidence of projects undertaken in the public and private sector in the last five (5) years. At least one (1) of the five (5) sites must be Government/State Corporations. <i>(2 marks for each similar project within the last five (5) years).</i></li> </ul>	10
	<ul style="list-style-type: none"> <li>No similar nature of assignment.</li> </ul>	0
2	<b>Project Methodology and plan</b>	<b>[20]</b>
(a)	Clear and concise project implementation/execution plans with logical sequence of tasks and milestones.	5
(b)	Risk Management approach.	5
(c)	Resource allocation, clear roles, responsibilities and reporting lines.	5
(d)	Testing plan and migration plan.	5
3	<b>Solution Design and deployment</b>	<b>[50]</b>
(a)	Adequacy of the proposed methodology	5
(b)	Demonstrate thorough knowledge on the business processes	5
(c)	Compliance with the technical specification checklist	40

4	<b>Competence and capacity of the key staff for the assignment</b>	<b>[15]</b>
(a)	The team leader should have a minimum of five (5) years' experience in undertaking similar projects with a demonstrable level of acceptance of the results.	5
(b)	The team leader has relevant and valid Professional certifications.	5
(c)	Two other members (apart from the team leader) have relevant qualifications and experience requirements <i>(Attach resume and copies of relevant certificates)</i>	5
5	<b>Availability of an elaborate SLA proposal</b>	<b>5</b>
<b>Total</b>		<b>100</b>

### Final Evaluation

The evaluation of the responsive bids will take into account technical factors by bidders in addition to financial factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid as:

$$B = \frac{C_{low}}{C}(x) + \frac{T}{T_{high}}(y)$$

Where:

**C** = Evaluated Bid Price

**C<sub>low</sub>** = the lowest of all evaluated bid prices among responsive bids

**T** = the total Technical Score awarded to the bid

**T<sub>high</sub>** = the Technical Score achieved by the bid that was scored highest among all responsive bids

**x** = weight for the Price (20%)

**y** = weight for the Technical Score (80%)

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be eligible for post qualification site visit.

### Due diligence

The bidder with the highest evaluated Bid score (B), will be expected to demonstrate the proposed EBMS after which kasneb will visit the bidder's reference sites to ascertain the authenticity of the sites and scope of past work by the bidder before award of contract. In addition, kasneb will visit the bidder's office to verify the location and organisational composition. If kasneb finds the bidder to have given misleading information in the bid, this will lead to a disqualification of the bidder and the second highest evaluated bid will be considered for due diligence

2.22	The bid evaluation will take into account technical factors in addition to cost factors. The weight for the technical evaluation is 80%. Bidders must conform to the specific Technical Requirements. <b>Only bidders who would have scored above 80% shall be considered for further evaluation.</b>
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## 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 **kasneb** 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 **kasneb** under the Contract.
- (iv) **“The Tenderer”** means the individual or firm supplying the goods 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 **kasneb** 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 **kasneb’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 **kasneb** 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 **kasneb’s** prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the contract itself, enumerated in paragraph 2.4.1 shall remain the property of **kasneb** and shall be returned (all copies) to **kasneb** on completion of the Tenderer’s performance under the contract if so required by **kasneb**.

### 3.5 Patent rights

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

### 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 **kasneb** 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 **kasneb**.



- 3.6.2 The proceeds of the performance security shall be payable to **kasneb** 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 **kasneb** 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 **kasneb** 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 **kasneb**, but in no case later than thirty (30) days after submission of a valid invoice or claim by the Tenderer, upon full implementation of the whole project, SLA signed and certificate of acceptance issued.
- 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 **kasneb's** request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written 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 **kasneb** within 30 days of receiving the request.
- 3.10 Assignment**  
The Tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with **kasneb's** prior written consent.
- 3.11 Termination for default**
- 3.11.1 **kasneb** 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 **kasneb**.
  - (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 judgment of **kasneb**, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event **kasneb** 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 **kasneb** for any excess costs for such similar services. However the Tenderer shall continue performance of the contract to extent not terminated.

### **3.13 Termination for Convenience**

3.13.1 **kasneb** 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 **kasneb** 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 **kasneb** 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 Liquidated Damages**

If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, **kasneb** shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the termination of the contract may be considered.

### **3.16 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.

### **3.17 Applicable Law**

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

### **3.18 Force Majeure**

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

### **3.19 Notices**

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

3.19.2 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
3.6 Performance security	2% of tender sum
3.7 Delivery of Services	Delivery of the services shall be made by the Tenderer in accordance with the terms specified by <b>kasneb</b> in the schedule of requirements and the special conditions of contract.
3.8 (i) Payment  (ii) Payment mode/criteria	As per details in the Form of Tender/Price Schedule/Financial Proposal and Section VI of the tender Document and/or any other mutually discussed and agreed criteria.
3.9 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.
3.15 Liquidated damages	If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, <b>kasneb</b> shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods, works and or services. After this the termination of the contract may be considered.
3.16 Applicable law	Laws of Kenya
3.18 Notices	<b>Acting Chief Executive Officer</b> <b>kasneb</b> <b>P. O. Box 41362-00100</b> <b>NAIROBI</b>

## SECTION V: SCHEDULE OF REQUIREMENTS

Bidders are required to make a comprehensive list of all the components. It is the responsibility of the bidder to provide all critical components in sufficient quantities. Bidders are required to take note of the following requirements:

A price breakdown for both on-premise and cloud based solutions and support for the first year of operation as per the schedule below:

No.	Description	Quantity
1	Supply, installation, configuration, commissioning and implementation of an EBMS.	1
2	Maintenance and support inclusive of licences.	20
3	Training for members of the Board and Senior management.	20
	<b>TOTAL</b> to be transferred to Form of Tender <i>(To be captured in the Financial Proposal Document Submission)</i>	

**NB: The price for both on premise implementation and cloud implementation must be provided separately with clear break down.**

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

- (i) Total cost for support including maintenance and licence renewals for both on-premise and cloud based solutions as per the schedule below:

Service	Second year	Third year	Fourth year	Fifth Year
Licence(s)				
maintenance				
support				
Other costs				
<b>Total cost</b>				

**Note: All prices shall be documented only in the financial bid document(s)/Price Schedules/Form of Tender submitted in a separate envelope.**

## **SECTION VI: SPECIFICATIONS/FEATURES OF EBMS SYSTEM FOR Kasneb**

### **6.1 BACKGROUND**

#### **6.1.2 Legal framework**

kasneb was established by the Government of Kenya on 24 July 1969. The operations of kasneb are governed by the following main Acts:

- (a) The Accountants Act, No. 15 of 2008 of the Laws of Kenya.
- (b) The Certified Public Secretaries of Kenya Act Cap 534 of the Laws of Kenya.
- (c) The Investment and Financial Analysts Act, No 13 of 2015 of the Laws of Kenya.

#### **6.1.3 Mandate**

The mandate of kasneb is the development of syllabuses, conduct of professional, diploma and certificate examinations, and certification of candidates in accountancy, finance, credit, governance and management, information technology and related disciplines; promotion of its qualifications nationally, regionally and internationally and the accreditation of relevant training institutions.

#### **6.1.4 Vision**

Global leader in examination and certification of business professionals.

#### **6.1.5 Mission**

Empowering professionals globally by offering quality examinations and undertaking research and innovation.

#### **6.1.6 Qualifications of kasneb**

kasneb currently offers five (5) professional examinations, three (3) diploma examinations and one (1) certificate examination that lead to the following qualifications:

##### **(a) Professional qualifications**

- (i) Certified Public Accountants (CPA)
- (ii) Certified Secretaries (CS)
- (iii) Certified Information Communication Technologists (CICT)
- (iv) Certified Investment and Financial Analysts (CIFA)
- (v) Certified Credit Professionals (CCP)

##### **(b) Diploma qualifications**

- (i) Accounting Technicians Diploma (ATD)
- (ii) Diploma in Information Communication Technology (DICT)
- (iii) Diploma in Credit Management (DCM)

##### **(c) Certificate qualification**

Certificate in Accounting and Management Skills (CAMS)

**The examinations are administered throughout the Republic of Kenya and in Kenya missions abroad.**

The examinations are offered twice a year in May and November.

## 6.2 **PROJECT OVERVIEW**

### 6.2.1 **Overall objective**

The overall objective of this project is to implement an Electronic Board Management System (EBMS) that will efficiently, effectively and securely manage Board and committee meetings in a paperless environment..

### 6.2.2 **Scope of services**

The scope of work for the project will include but not limited to:

- (i) Supply, Installation, Configuration, Commissioning and Implementation of an EBMS with a web interface and App interface.
- (ii) Installation/setup of the appropriate software and licenses.
- (iii) Training of users: board members, senior management, secretariat staff and system administrators.
- (iv) Provision of warranty of system.
- (v) Provision of support after commissioning.
- (vi) Preparation and timely submission of project reports.
- (vii) Migration of data from manual system to EBMS.

### 6.2.3 **Key requirements**

- (a) The following is the summary of key system requirements:
  - (i) An implementation with an option of cloud hosting or on-premise hosting.
  - (ii) Availability of a Mobile app accessible via windows, Android and IOS powered devices.
  - (iii) Web based administration portal accessible via major internet browsers.
  - (iv) Mobile Device Compatibility to access shared information for both online and offline access.
  - (v) Role Based Access Controls. Information data and document visibility should be in accordance with user group access controls. Authorisations must be configurable by a system administrator in accordance with user groups and roles. The system will then assign the capabilities, permissions, and views to an individual user in accordance with the predesigned access controls for a given role.
  - (vi) Board paper management. The system should provide mechanisms for preparation, dissemination, usage and archival of Board papers.
  - (vii) In built document management capabilities. The system should have the capacity to control access to, editing and versioning of documents.
  - (viii) The system must have a feature for creating customisable reports.
  - (ix) Audit trail capabilities.
  - (x) System alerts and notifications
  - (xi) Elaborate system security including encryption of documents.
  - (xii) System should be compatible with a Relational Database Management System (DBMS).
  - (xiii) The system should have a concurrent licensing scheme with ability to increase or reduce licences.
  - (xiv) Provide for automatic backups of data.
  - (xv) Capability to integrate with the existing kasneb systems.

(b) The following will also be expected of the successful bidder:

- (i) Training of end users, Board secretariat and ICT staff.
- (ii) 24x7 support and maintenance of the system.
- (iii) All system documentation including :
  - 1. User manual.
  - 2. Support manual.
  - 3. Training report(s).
  - 4. Training manual.

#### 6.2.4 **Involvement of kasneb members of staff**

The Consultant will be responsible to the Chief Executive Officer through the appointed Contract Implementation Team on all matters of the project. The Consultant will work closely with other kasneb members of staff.

kasneb will provide the following :

- (a) Relevant reference material.
- (b) Access to kasneb regulations and other necessary documents.
- (c) Access to appropriate kasneb and stakeholder officers.
- (d) Meetings with relevant institutions as and when required.
- (e) Working area for project consultants.

#### 6.2.5 **Deliverables**

- (a) A detailed project implementation plan with resource requirements.
- (b) A report giving a detailed understanding of execution of the assignment.
- (c) Install and configure supporting hardware and software systems where applicable.
- (d) Documented results of joint testing of the EBMS.
- (e) Technical and user documentation of the EBMS.
- (f) A draft Service Level Agreement.
- (g) Training and support services including the training manual and training report.
- (h) A user manual.
- (i) A technical support manual.
- (j) A fully functional deployed and commissioned EBMS.
- (k) Final project implementation report.

#### 6.2.6 **Portfolio of expertise and qualifications**

##### (a) **The firm**

The Consultant will be required to demonstrate expertise and skills in undertaking a consultancy of similar nature by providing evidence of similar projects undertaken in the public and private sector in the last five (5) years.

##### (b) **Academic qualifications**

Members of the consulting team will be required to demonstrate that they hold individually a minimum of a first degree in Information, Communication and Technology or other relevant disciplines from a recognised university.

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(c) **Individual team member's portfolio of experience**

The team leader should have a minimum of five (5) years' experience in undertaking similar consultancies with a demonstrable level of acceptance of the results.

Associates and support Consultants should have a minimum of three (3) years' experience in undertaking similar consultancies in either the private or public sector.

**6.2.7 Duration of the consultancy**

The project is expected to commence immediately after the award of tender and last not more than **ninety (90) working days**.

The Consultant firm will be required to devise appropriate strategies and project implementation plan to generate as much information as necessary to accomplish the task **within ninety (90) working days of commencement of the consultancy**.

**6.2.8 Proposal evaluation and award**

Proposal evaluation and award will be based on two criteria as follows:

(a) Technical evaluation on the deliverables – 80%

(b) Financial evaluation on the price quoted – 20%

**Total** **100%**

Only bidders that score a minimum seventy percent (70%) in the technical evaluation shall qualify for financial evaluation. The determination of the financial evaluation shall be as per paragraph 3.2(c).

**6.2.9 Terms of payment**

The terms of payment for the Consultant shall be spelt out in the contract.

**The Consultants will be paid within thirty (30) days upon full implementation of the whole project, SLA signed and a certificate of acceptance issued.**

**6.2.10 Training**

In providing training the vendor will be expected to:

(a) Conduct training for kasneb Board and members of staff on the use and maintenance of the system.

(b) Provision of training manuals/reference materials and reports.

**6.2.11 Support and maintenance**

The vendor will be expected to support and maintain the EBMS. This will include but not limited to:

(a) Providing a help line which users of the system can call to report any problems.

(b) Providing upgrades, troubleshooting and bug fixes to the EBMS.

(c) Provide 24/7/365 99.98% availability of the EBMS. A Proposed structure of the SLA is provided in the requirements section.

(d) Provide standard warranty and maintenance of each of the components.



### 6.2.12 On premise Infrastructure

The vendor will also be expected to indicate the following for on premise implementation. This will include but not limited to:

- (a) Minimum server's specifications.
- (b) Database Management System requirements.
- (c) Operating systems and any associated software requirements.

### 6.3 TECHNICAL CHECKLIST

The following checklist is provided to help the Bidder organise and consistently present its Technical bid and for each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to the requirements.

The Technical responsiveness checklist does not supersede the rest of the technical requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist, that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

Bidders shall use the following options to indicate the "DEGREE OF SUPPORT OF COMPLIANCE" their solution provides for each of items listed in this section:

**FS** - (Fully Supported) the application fully supports the requirement without any modifications.

**PS** - (Partially Supported) the application supports the requirement with use of a workaround.

**CR** -(Customisation required) the application will be customized to meet the requirement(s).

**NS** - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

Where customisations are required, clearly and comprehensively indicate the plan, design and/or approach to be undertaken to achieve the requirements. For each SPECIFICATION, bidders are requested to provide a cross-reference to where that explanation or supporting information can be found in other parts of the technical proposal.

Please fill in the COMPLIANCE column as appropriate to indicate one of the responses listed above for each item and add as many comments, diagrams, maps and/or screenshots with reference.

No	Specification	Requirement	Compliance (FS/PS/CR/ NS)	Tenderer's Response
1	<b>Accessibility</b>			
(a)	Hosting	Has either the option of on-premise, cloud implementation or both.		
(b)	Mobile app	Supports windows, Android Apps and IOS apps		
(c)	Compatibility	iOS: iPads and iPhone with iOS9+ Android: Tablet and Phones with Android Kitkat OS 4.40+ Windows 7+ PCs and Surface Pro MacBook, MacBook Air, MacBook Pro, Mac Mini, iMac, Mac Pro with OS X v10.10+		
(d)	Availability	<ul style="list-style-type: none"> <li>- Control online and Offline Access to information</li> <li>- Assure 99.9% and above availability assurance.</li> </ul>		
2	<b>Security</b>			
(a)	Data security	<ul style="list-style-type: none"> <li>-Remote purge data from lost devices by administrators</li> <li>-Automatic Purge of data from device due to multiple password guessing</li> <li>-Encryption Standards to Secure the Portals, Documents and passwords</li> <li>-Secure Documents' Decryption</li> <li>In-built PDF Converter for the web and App</li> <li>-Multi Factor authentication by device registration</li> <li>Control access to the administrative portal</li> <li>-Session Timeout</li> </ul>		

(b)	Infrastructure Security	<ul style="list-style-type: none"> <li>- Physical and logical Security of Server Locations</li> <li>- Control the number of devices per user</li> </ul>		
(c)	Redundancy	Guarantee continuity in the event of failure of one of the data centers, all other requests should be automatically directed to the backup data centers		
(d)	Application Security	<ul style="list-style-type: none"> <li>- Active Directory Integration (ADFS or LDAP)</li> <li>- Manager Users in their respective Committees/Groups</li> </ul>		
(e)	Audit Trails	Audit Trail of user activities		
(f)	Access Security	<ul style="list-style-type: none"> <li>- Biometric Authentication for iOS devices</li> <li>- Two Factor authentication by SMS code</li> <li>- Attempted logins and lock.</li> <li>- Access Control &amp; Role / Rights / Privileges Customizable</li> <li>- Strong Password Policy</li> <li>- Data segregation</li> <li>- Document rights management</li> </ul>		
<b>3</b>	<b>Administration</b>			
(a)	User Management	<ul style="list-style-type: none"> <li>- Create user account including designation, contacts, biography, term dates &amp; role in various committees</li> <li>- Control the approval of devices</li> <li>- Remote purge offline data of a user's device if reported lost</li> <li>- Reset Password</li> <li>- Disable a user</li> </ul>		
(b)	Secretarial Management	<ul style="list-style-type: none"> <li>- Managing rights access to documents</li> <li>- Managing document versions</li> <li>- Controlling printing rights</li> <li>- Controlling downloading rights</li> <li>- Controlling forwarding rights</li> <li>- Controlling editing rights</li> <li>- Recalling documents</li> <li>- Document Masking</li> <li>- Configuring an archival and disposal schedule</li> </ul>		

(c)	Alerts and Notifications	Inform users by email and/or sms		
(d)	Dashboard	<ul style="list-style-type: none"> <li>- Meeting progress highlights</li> <li>- Tasks that require action</li> <li>- Status of implementation</li> </ul>		
(c)	Meetings	<ul style="list-style-type: none"> <li>- Circulate an electronic notice of a meeting</li> <li>- Build a paperless Meeting Pack Complete with an Agenda, Table of Contents &amp; Supporting Documents.</li> </ul>		
(d)	Calendar	Maintain Board & Committee and subcommittee Calendars and send reminders to users before the meeting dates.		
(e)	Polling/Survey	<ul style="list-style-type: none"> <li>- Allow users to vote on polls including voting on resolutions</li> <li>- Carry out survey (<i>produce real-time results</i>)</li> </ul>		
(f)	Online Approval	- Allow approvals from multiple users		
(g)	Search	Allow user to search		
	Import/Export of documents (subject to security rights)	<ul style="list-style-type: none"> <li>- Import documents from other apps (attachments/files)</li> <li>- Export documents</li> </ul>		
(j)	Multi - Lingual	The system should be able to function in multiple languages according to respective user Preference.		
(k)	Digital Signatures and Stamps.	<p>Allow users to sign. The signatures can be stored or one time signatures.</p> <p>Users should be able to use the digital signatures for forms such as the Declaration of Conflict of Interest form.</p>		

4	<b>EBMS App</b>		
(a)	Access Interface	<ul style="list-style-type: none"> <li>- App is Compatible with mobile devices/tablets which are easy to carry &amp; Convenient for accessing the latest information at any time-anywhere around the world.</li> <li>- Information is organized in modules which store both current and historical files. The modules include meeting information, circular resolutions, online approvals, survey module, documents repository, tasks monitor.</li> <li>-App provides annotations to facilitate note-taking in preparation for meetings or for commenting on documents.</li> <li>-Online document approvals/ratifications are supported with signature Annotation and system approvals</li> <li>-Members have offline access to pre-downloaded information and any notes written while offline are synchronized when users are reconnected online.</li> <li>-synchronization of user screens during meetings and other real time features such as voting and real time creation of actions from matters arising</li> </ul>	
5	<b>Communication and Collaboration</b>		
(a)	Video Conferencing	Allow users within the system to have a meeting via video conference within the system in order to share audio and video.	

(b)	Screen Share	Allow users to share documents		
(c)	Connect to users	Allow users within the system to connect as a group or one on one from any location in the world		
(d)	Share annotations	Allow users to share notes and Annotations real-time.		
(e)	Join Meetings	Allow users to join an on-going Meeting or video call.		
6	<b>Board Evaluations</b>			
(a)	Comprehensive Self Evaluations	Allow for self-evaluation		
(b)	Evaluation Reporting	Produce evaluation reports		
7	<b>Reports</b>			
	Inbuilt and customizable	The system should organize reports as per user needs		

Note: Documentary evidence towards the above requirement to be submitted by the bidder.

## SECTION VII: 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. **kasneb 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.
10. **Tender Questionnaire**
11. **Manufacturers Authorization Form**

#### Please note that:

The Form of Tender and Price Schedule on **page 32, and 34** to be filled and submitted in separate Envelope as part of the **FINANCIAL PROPOSAL** marked Financial Proposal and with tender number TENDER NO. **KAS/EBM/010/2018/2019: SUPPLY, DEPLOYMENT, COMMISSIONING AND SUPPORT OF ELECTRONIC BOARD MANAGEMENT SYSTEM**

**Section IV** May also provide additional information while preparing the Financial Proposal.

The name of the company to be stated at the front top right of the envelope containing financial proposal.

7.1 **FORM OF TENDER**

Date:----- 2019  
**KAS/EBM/010/2018/2019:  
SUPPLY, DEPLOYMENT, COMMISSIONING AND  
SUPPORT OF ELECTRONIC BOARD MANAGEMENT  
SYSTEM**

To: Acting Chief Executive Officer  
**kasneb**  
P. O. Box 41362-00100  
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 for **SUPPLY, DEPLOYMENT, COMMISSIONING AND SUPPORT OF ELECTRONIC BOARD MANAGEMENT SYSTEM** (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 Supplying, Deploying, Commissioning and Supporting an ERP System 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 **kasneb**.

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 \_\_\_\_\_ 2019.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the capacity of)

**Duly authorised to sign tender for and on behalf of** \_\_\_\_\_



**7.2 PRICE SCHEDULES**

Price schedules shall form part of the financial proposal and shall filled and submitted separately. 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 where applicable.

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

No.	Description	Quantity	Unit Price (Shs.)	VAT (Shs.)	Total Price (Shs.)
1	Supply, installation, configuration, commissioning and implementation of an EBMS.	1			
2	Maintenance and support inclusive of licenses.	20			
3	Training for members of the Board and Senior management.	20			
<b>Grand Total (Tender Sum in Kenya Shillings) to be transferred to Form of Tender. Which shall form part of the Financial Proposal.</b>					

**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.....**

- The Form of Tender/Price Schedule should form part of the Financial Proposal hence should not be included in the Technical Proposal Document
- 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 kasneb when executed and shall be deemed covered by the other rates and prices.
- The **Form of Tender** and **Price Schedule** to be filled and submitted in separate Envelope marked Financial Proposal and marked with tender number **KAS/EBM/009/2018/2019 SUPPLY, DEPLOYMENT, COMMISSIONING AND SUPPORT OF ELECTRONIC BOARD MANAGEMENT SYSTEM** The name of the company to be stated at the front top right on the envelope.

**POST IMPLEMENTATION COSTS**

Based on the information contained in the technical specifications, the prospective bidders should provide a breakdown of costs in the format shown below.

Any charges such as annual maintenance, annual license fee and software support cost should be clearly stated (where applicable). The privileges that will be experienced by subscribing to such annual charges should be clearly stated. E.g. Maintenance and product upgrade costs etc.

Post implementation costs for the first 1 (one) Year will be considered during financial evaluation and should be the tender sum.

Total cost for support including maintenance and licence renewals for both on-premise and cloud based solutions as per the schedule below:

<b>Service</b>	<b>Second year</b>	<b>Third year</b>	<b>Fourth year</b>	<b>Fifth Year</b>
Licence(s)				
maintenance				
support				
Other costs				
<b>Total cost</b>				

### 7.3 **CONTRACT FORM**

THIS AGREEMENT is made the \_\_\_ day of \_\_\_\_\_ 2019 between **kasneb** of P. O. Box 41362-00100 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 **kasneb** invited tenders for **KAS/EBM/010/2018/2019:SUPPLY, DEPLOYMENT, COMMISSIONING AND SUPPORT OF ELECTRONIC BOARD MANAGEMENT SYSTEM** 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 part of this Agreement viz:
  - (a) The Tender Form.
  - (b) The Price Schedule Form
  - (c) Schedule of Requirements
  - (d) Details of the EBMS System
  - (e) The General Conditions of Contract
  - (f) The Special Conditions of Contract
  - (g) Technical Specification
  - (h) **kasneb’s** Notification of Award
  - (i) Letter of Acceptance
  - (j) Financial Proposal

3. In consideration of the payments to be made by kasneb to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with kasneb to provide an EBMS system and to remedy defects therein in conformity in all respects with the provisions of the contract
4. kasneb hereby covenants to pay the Tenderer in consideration of the provisions of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

**Signed:**

**For kasneb**

**For Tenderer**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**In the presence of:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**7.4 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)**

## 7.5 TENDER SECURITY FORM

Whereas \_\_\_\_\_ (name of the Tenderer) (hereinafter called “theTenderer”) has submitted its tender dated \_\_\_\_\_ for the provision of \_\_\_\_\_ KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called “the Bank”), are bound unto kasneb in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said kasneb, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

THE CONDITIONS of this obligation are:-

1. If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender form; or
2. If the Tenderer, having been notified of the acceptance of its Tender by kasneb during the period of tender validity fails or refuses to execute the Contract form if required; or fails or refuses to furnish the performance security in accordance with the Instructions to Tenderers;

We undertake to pay to **kasneb** up to the above amount upon receipt of its first written demand, without **kasneb** having to substantiate its demand, provided that in its demand **kasneb** will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

(Seal and signature of the bank)

*(Amend accordingly if provided by Insurance Company)*

7.6 **REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary

**7.7 LETTER OF NOTIFICATION OF AWARD**

**Acting Chief Executive Officer  
kasneb  
P. O. Box 41362-00100  
NAIROBI**

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

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

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

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

*(FULL PARTICULARS)*

---

**FOR: Acting Chief Executive Officer**



**7.8 kasneb FORM 3: CLIENT REFERENCE FORM**

Name of the EBMS Provider.....  
 Name and address of the (Client/Organization).....  
 .....

**EBM Systems Supplied**

No.	Description of EBMS Systems Supplied
1	
2	

**Performance Evaluation**

(The organization to indicate their **EBMS** provider rating by ticking the appropriate box)

No.	How do you rate the performance of the EBMS Provider as per their responsiveness to the following:-	Excellent	Good	Average	Poor
1	Support				
2	Maintenance				
3	Licensing model				
4	Speed of Implementation				

Declaration

**We confirm that the above firm (EBMS Provider) is currently engaged to handle our EBMS System as a.....**

Name of authorised signatory .....

Title.....

Signature.....

Date.....

Telephone contacts:-.....

Email Address.....

Official stamp of the organization.....

**(ATTACH WRITTEN VERIFIABLE DOCUMENTARY EVIDENCE**

**(Contract/Sla/Completion Certificates/Recommendation Letters Or Their Equivalent)**

**7.9 ANTI-CORRUPTION DECLARATION**

We (**insert the name of the company/supplier**).....  
declare and guarantees that no offer, gift or payment consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply:

- (a) The person shall be disqualified from entering into a contract for the procurement
- (b) If a contract has already been entered into with the person, the contract shall be voidable at the option of kasneb.
- (c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that kasneb may have.

Name.....Signature.....Date.....  
Company Seal/Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

We (**insert the name of the company/supplier**)..... declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name..... Signature.....Date.....  
Company Seal/Business Stamp

**NON-DEBARMENT DECLARATION**

We (**insert the name of the company/ supplier**).....  
declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....  
Company Seal/Business Stamp

7.10 **PERFORMANCE SECURITY FORM**

To: .....  
*[Name of procuring entity]*

WHEREAS ..... *[name of tenderer]* (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated 20 to provided .....*[description of insurance services]* (Hereinafter called “the Contract”)

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the..... day of.....20.....

Signature and seal of the Guarantors

*[Name of bank of financial institution]*

*[Address]*

*[Date]*

(Amend accordingly if provided by Insurance Company)

**7.11 TENDER QUESTIONNAIRE**

**Please fill in block letters.**

7.11.1 Full names of tenderer

.....

7.11.2 Full address of tenderer to which tender correspondence is to be sent

.....

7.11.3 Telephone/Mobile phone number (s) of tenderer and tenderer designated representative

.....

7.11.4 Official Email address of tenderer and tenderer designated representative

.....

7.11.5 Name of tenderer's representative to be contacted on matters of the tender during the tender period

.....

7.11.6 Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)

.....

.....

\_\_\_\_\_

Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_ (Name of Employer)

7.12 **MANUFACTURER AUTHORISATION FORM**

To: Acting Chief Executive Officer  
kasneb  
P. O. Box 41362-00100  
**NAIROBI**

WHEREAS

\_\_\_\_\_ (name  
of the manufacturer) who are established and reputable manufacturers of  
\_\_\_\_\_ (name and/or description of the goods)

having factories at:

\_\_\_\_\_  
(address of factory)

do hereby authorize

\_\_\_\_\_  
(name and address of Agent)

to submit a tender, and subsequently negotiate and sign the Contract with you against  
Tender No. \_\_\_\_\_  
(reference of the tender) for the above goods manufactured by us.

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

\_\_\_\_\_  
(Signature for and on behalf of manufacturer)

**Note:** This letter of authority should be on the letterhead of the Manufacturer and should be  
signed by a person authorised to sign on behalf of the manufacturer.