**TENDER DOCUMENT**

FOR PROVISION OF AN INTEGRATED BILLING, FINANCIALS, HUMAN RESOURCE AND PROCUREMENT SYSTEM

**NOLWASCO/ERP/001/2023/2024**

**PROCURING ENTITY : NOLTURESH WATER ANDSANITATION COMPANY LIMITED**
**P. O. BOX 379 – 90132 SULTAN HAMUDTEL: +254745336516**
**Website:www.nolturesh.co.ke**

**DATE OF ADVERTISEMENT: 27TH MARCH**

**2024 DATE OF SUBMISSION: 12TH APRIL 2024**

**TIME:10:00AM**

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**INVITATION TO TENDER**

**PROCURING ENTITY: NOLTURESH WATER AND SANITATION COMPANY LIMITED TENDER NUMBER: NOLWASCO/ERP001/2023-2024**
**TENDER FOR PROVISION OF AN INTEGRATED BILLING, FINANCIALS, HUMAN RESOURCE AND PROCUREMENT SYSTEM**

The Nolturesh water and sanitation company limited invites sealed tenders for provision of an integrated billing, financials, human resource and procurement system
Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to <u>all qualified and interested Tenderers.</u>

Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *0800 to1700 hours* at the address given below.
Tender documents may be obtained electronically from the Website[www.nolturesh.co.ke](www.nolturesh.co.ke)
Tender documents obtained electronically will be free of charge.

Tender documents may be viewed and downloaded for free from the Company website. Tenderer should download the tender document must forward their particulars immediately to [nolturesh@gmail.com](mailto:nolturesh@gmail.com) to facilitate any further clarification or addendum.
The tenderer shall chronologically serialize <u>all pages</u> of the tender documents submitted.
Completed tenders must be delivered to the address below on or before **Friday 12th April 2024**
At **1000Hrs.** Electronic Tenders will not be permitted. Late tenders will be rejected.

Tenders will be opened immediately after the deadline date and time specified above. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
The address as referred to above are :

**NOLTURESH WATER AND SANITATION COMPANY LIMITED**
**P. O. BOX 379 – 90132 SULTAN HAMUD**
**TEL: +254745336516**
**[nolturesh@gmail.com](mailto:nolturesh@gmail.com)**
**Website:www.nolturesh.co.ke**


**MANAGING DIRECTOR**
**NOLTURESH WATER AND SANITATION COMPANY LIMITED**

# PART1-TENDERING PROCEDURES

## SECTION I - INSTRUCTIONS TO TENDERERS

### A.   General

### 1.   Scope of Tender

**1.1** This tendering document is for the delivery of Software services, as specified in Section V, Procuring Entity's Schedule of Requirements.Then a me of the Procuring Entity is the Nolturesh water and sanitation company limited.

### 2.   Definitions

2.1 Throughout this tendering document:

a)   The term "in writing" means communicated in written form (e.g., by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt.

b)   If the contexts require, "singular "means "plural" and vice versa; and

c)   "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

**2.2** ThesuccessfulTendererwillbeexpectedtocommenceprovidingtheSoftwareSer vices by Date provided **in the TDS**. The software duration for each item will be for a period two years (24months) or the period specified in the **TDS.**

### 3.   Fraud and Corruption B.

1.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset DisposalAct, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub- contractors are not debarred from participating in public procurement proceedings.

1.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010,regarding  collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and / or civil sections maybe imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

1.3 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring  Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

1.4 Tenderers shall permit and shall cause their agents (where declared or not),

subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

2. **Eligible Tenderers**

2.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing   agree mentor with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS.**

2.2 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have  a conflict of interest for the purpose of this Tendering process, if the Tenderer:

  a) Directly or  in directly controls, is controlled by or is under common control with another Tenderer; or

  b) Receives or has received any director indirect subsidy from another Tenderer; or

  c) Has the same legal representative as another Tenderer; or

  d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position of influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

  e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Software services that are the subject of this Tender; or

  f) Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or

  g) Would be providing goods, works, or services resulting from or directly related to the services specified in the **TDS** ITT1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

  h) Has a close business or family relationship with a professional staff of the Procuring Entity who:

  i) Are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or

  ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the

procurement process and execution of the Contract.

2.3 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.

2.4 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9.A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.

2.5 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

2.6 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered

2.7 A tenderer under suspension from tendering as the result of the operation of a Tender- Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.

2.8 Firms and individuals may be ineligible if

2.9 (a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country, or

2.10 (b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country ,or any payments to any country, person, or entity in that country.

2.11 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

**3. Qualification of the Tenderer**

3.1 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.4, The provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

**B. Contents of Tendering Document**

**4. Sections of Tendering Document**

4.1 The tendering document consists of Parts1, 2, and3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

**PART1:Tendering Procedures**

i) SectionI – Instructions to Tenderers(ITT)
ii) SectionII – Tender Data Sheet(TDS)
iii) SectionIII – Evaluation and Qualification Criteria
iv) SectionIV–Tendering Forms

**PART2:Procuring Entity's Requirements**

v) SectionV–Schedule of Requirements

**PART3:Contract**

vi) SectionVI – General Conditions of Contract(GCC)

vii) SectionVII – Special Conditions of Contract (SCC)

4.2 Appendix to the Contract–forms

4.3 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

4.4 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Add end a to the tendering document in accordance with ITT9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

4.5 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

5. **Clarification of Tender Document, Site Visit, Pre-Tender Meeting**

5.1 A Tenderer requiring any clarification of the Tender Documents hall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT
7.2.The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

5.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a

pre- tender meeting,as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raise data that stage.

5.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

5.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

5.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre- arranged site visit and the pre- tender meeting will not be a cause ford is qualification of a Tenderer.

6. **Clarification of Tendering Document**

6.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

7. **Amendment of Tendering Document**

7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

7.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT6.3.The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.

7.3 To give prospective Tenderers reasonable time in which to take an addendum in to account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

C. **Preparation of Tenders**

## 8. Cost of Tendering

8.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

## 9. Language of Tender

9.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in to the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

## 10. Documents Comprising the Tender

10.1 The Tender shall comprise the following:

a) **Form of Tender** prepared in accordance with ITT13;

b) **Schedules:** priced Activity Schedule completed in accordance with ITT13andITT15;

c) **Tender Security or Tender – Securing Declaration** in accordance with ITT20.1;

d) **Alternative Tender**: if permissible in accordance with ITT14;

e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;

f) **Qualifications:** documentary evidence in accordance with ITT18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

g) **Tenderer's Eligibility:**documentaryevidenceinaccordancewithITT18establishing the Tenderer's eligibility to Tender;

h) **Conformity**: documentary evidence in accordance withITT17,that the Services conform to the tendering document;

i) Any other document required **in the TDS.**

10.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the is Tender.

## 11. Form of Tender and Schedule of Requirements

11.1 The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

## 12. Alternative Tenders

12.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives,

if any, of the best Evaluated Tenderer shall be considered by the Procuring Entity.

## 13. Tender Prices and Discounts

13.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

13.2 The Contract shall be for the Software Services of the items described in the Schedule of Requirements submitted by the Tenderer.

13.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

13.4 All duties, taxes, and other levies pay able by the Software Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

13.5 If provided for in the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause
6.6 Of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

## 14. Currencies of Tender and Payment

**14.1** The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the **TDS.**

## 15. Documents Establishing Conformity of Services

15.1 To establish the conformity of the Software Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.

15.2 Standards for provision of the Software Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

15.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity to identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in Relation to the procurement process or contract

management.

15.4 The purpose of the information described in ITT 6.2 above over rides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

15.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3.The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

15.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

15.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

15.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise),shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,

ii) If the contract has been awarded to that tenderer, the contract award will be set aside,

iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

15.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material or was due to genuine err or which was not at tribute able to the intentional act, negligence or recklessness of the tenderer.

16. **Documents Establishing the Eligibility and Qualifications of the Tenderer**

16.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers

shall complete the Form of Tender, and all Tendering Forms included in Section IV.

16.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

16.3 In the event that pre-qualification of Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre- qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information Updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

16.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

## 17. Period of Validity of Tenders

17.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS.** The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for ac or responding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

## 18. Tender Security

18.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

18.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

18.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

  i) cash;

  ii) A bank guarantee.

  iii) A guarantee by an software company registered and licensed by the Software Regulatory Authority listed by the Authority; or

  iv) A guarantee issued by a financial institution approved and licensed by the

Central Bank of Kenya,

18.4 If a Tender Security is specified pursuant to ITT20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non- responsive.

18.5 If a Tender Security is specified pursuant to ITT20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT
46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive, or a bidder decline to extend tender validity period.

18.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

18.7 The Tender Security may be forfeited, or the Tender-Securing Declaration executed:

a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to be provided by the Tenderer; or

b) If the successful Tenderer fails to:

i) Sign the Contract in accordance with ITT45;or

ii) Furnish a performance security in accordance with ITT46.

18.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

18.9 A tenderer shall not issue a tender security to guarantee itself.

## 19. Format and Signing of Tender

19.1 The Tenderer shall prepare one original of the documents comprising the Tender as describedinITT12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

19.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, tradesecrets, or commercial or financially sensitive information.

19.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

19.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

**D.   Submission and Opening of Tenders**

**20.   Sealing and Marking of Tenders**

20.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

   a)   In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 12; and

   b)   In an envelope marked "COPIES", all required copies of the Tender; and

   c)   If alternative Tenders are permitted in accordance with ITT14,and if relevant:

   i)   In an envelope marked "ORIGINAL- ALTERNATIVE TENDER", the alternative Tender; and

   ii)   In the envelope marked "COPIES–ALTERNATIVE TENDER" all required copies of the alternative Tender.

20.2 The inner envelopes shall:
   a) Be art he name and address of the Tenderer;
   b) Be addressed to the Procuring Entity in accordance with ITT23.1;
   c) Be art he specific identification of this Tendering process specified in accordance with **TDS**1.1; and
   d) Bear a warning not to open before the time and date for Tender opening.

20.3 The outer- envelopes hall:
   a)   Be addressed to the Procuring Entity in accordance with ITT23.1;
   b)   Be art he specific identification of this Tendering process specified in accordance With **TDS**1.1; and
   (c)   Bear a warning not to open before the time and date for Tender opening.

20.4 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for them is placement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will be not be accepted.

**23   Deadline for Submission of Tenders**

23.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in theTDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 24.  Late Tenders

24.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT23.Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## 25   Withdrawal, Substitution and Modification of Tenders

25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3,(except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a) Prepared and submitted in accordance with ITT 21 and ITT22 (except that withdraw all notices do not require copies), and in addition, there spective envelopes shall be clearly marked "withdrawal," "substitution,"or"modification;" and

b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

25.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

25.3 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

## 26.  Tender Opening

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers' designated representatives and any one who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT23.1, shall be as specified **in the TDS.**

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney"
Confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

26.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution

notice contains a valid authorization to request the substitution and is read out at Tender opening.

26.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the **TDS**.

26.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

26.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;

b) The TenderPrice,per alot(contract) if applicable, including any discounts; and

c) Any alternative Tenders;

d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

e) Number of pages of each tender document submitted.

26.9 The Tenderers' representatives who are present shall be requested to sign there cord. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer up on request.

## E.    Evaluation and Comparison of Tenders

## 27.    Confidentiality

27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

27.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

27.3 Not with standing ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on

any matter related to the Tendering process, it should do so in writing.

**28 Clarification of Tenders**

28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.

28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

**29 Deviations, Reservations, and Omissions**

29.1 During the evaluation of Tenders, the following definitions apply:

a) "Deviation" is a departure from the requirements specified in the tendering document;

b) "Reservation" is the setting of limiting conditions or with holding from complete acceptance of the requirements specified in the tendering document; and

c) "Omission "is the failure to submit part or all of the information or documentation required in the tendering document.

**30. Determination of Responsiveness**

30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) If accepted, would:

i) Affect in any substantial way the scope, quality, or performance of the Software Services specified in the Contract; or

ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

b) If rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 TheProcuringEntityshallexaminethetechnicalaspectsoftheTendersubmittedina ccordance with ITT 17 and ITT18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

**31. Non-conformities, Errors and Omissions**

31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.2 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.3 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to Documentation requirements. Requesting information or documentation on such non- conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

**32. Arithmetical Errors**

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
   a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

   b) Any errors in the submitted tender a rising from am is calculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

   c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

**33. Comparison of Tenders and Conversion to Single Currency**

33.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered software service.

**33.2** For evaluation and comparison purposes, the currency of the Tender shall be converted in a single currency as specified **in the TDS.** The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS.**

**34. Margin of Preference and Reservations**

34.1 A margin of preference on local software providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value / threshold specified in the Regulations.

34.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT33.4.

34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

## 35. Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

   a) Substantially responsive to the tendering document; and

   b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:

   a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT32;

   b) Price adjustment due to discounts offered in accordance with ITT15.4;

   c) Converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;

   d) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.

35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

## 36. Comparison of Tenders

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

## 37. Abnormally Low Tenders and Abnormally high tenders Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

### Abnormally High Tenders

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears un reasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money, or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the Market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

   i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

   ii) If specifications, cope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption, or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise before retendering.

## 38. Qualification of the Tenderer

38.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

**39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders**

39.1 The Procuring Entity reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

**F. Award of Contract**

**40. Award Criteria**

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

**41. Notice of Intention to enter in to a Contract**

41.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

a)   The name and address of the Tenderer submitting the successful tender;

b)   The Contract price of the successful tender;

c)   A statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;

d)   The expiry date of the Stand still Period; and

e)   Instructions on how to request a debriefing and / or submit a complaint during the stand still period.

**42. Stand still Period**

42.1 The Contract shall not be signed earlier than the expiry of a Stands till Period of 14days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where a Stand still Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to enter in to a Contract with the successful Tenderer.

## 43. Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

43.2 Debriefing so fun successful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

## 44. Negotiations

44.1 The negotiations shall be held at the place indicated in the **TDS** with the Tenderer's representative(s) who must have written power of attorney in the format provided and commissioned by a registered commission of oath to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Software Policy to be provided.

44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Software Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Software Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

## 45. Letter of Award

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Stand still Period specified in ITT42.1, upon addressing a complaint that has been filed within the Stand still Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

## 46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

## 47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in SectionX, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and for feature of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

## 48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
  a)    Name and address of the Procuring Entity;
  b)   Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
  c)    The name of the successful Tenderer, the final total contract price, the contract duration.
  d)    Dates of signature, commencement and completion of contract;
  e)   Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

## 49. Procurement Related Complaint and Administrative Review

49.1 The procedures for making Procurement-related Complaints are as specified in the **TDS.** A request for administrative review shall be made in the form provided under contract forms.

## SECTION II-TENDER DATA SHEET (TDS)

The following specific data for the Software services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

| ITT Reference | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|---|---|
| | **A. General** |
| ITT 1.1 | The Tender reference number (ITT) is: **NOLWASCO/ERP/001/2023-2024** <br><br> The Procuring Entity is: **NOLTURESH WATER AND SANITATION COMPANY LIMITED** <br> The name of the ITT is: provision of an integrated billing, financials, human resource and procurement system |
| ITT 2.2 | The Intended date commencing providing the software Services will be effective from the date the contract is signed and run for the next 24 months. <br> Mode of payment will be monthly payment as per number of customers |
| ITT 3.3 | The Information made available on competing firms is as follows: |
| | **B. Contents of Tendering Document** |
| ITT 7.1 8.1 | The Tenderer will submit any request for clarifications in writing at the Address nolturesh@gmail.com to reach the Procuring Entity 7days before the deadline for submission <br> The Procuring Entity shall publish its response at the website: <br> www.nolturesh.co.ke |
| | **C** |
| ITT14.1 | Alternative Tenders **shall not be** considered. |
| ITT15.5 | The prices quoted by the Tenderer **shall not** be subject to adjustment during the Performance of the Contract. |
| ITT16.1 | The currency of the Tender and the currency of payments shall be: **Kenya Shillings** |
| ITT19.1 ITT20.1 | The Tender validity period shall be valid for 150 days from the date of Tender opening, i.e. additional thirty (30) Days after the expiry of the tender validity period. |
| ITT21.1 | In addition to the original of the Tender, the number of copies is: 1 All documents to be provided as copies must be certified by the commissioner of oath in the entire Tender document. |
| ITT21.3 | The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**: The signatory should have a notarized power of attorney** |
| | **D.Submission and Opening of Tenders** |

| ITT23.1 | For **Tender submission purposes** only, the Procuring Entity's addressis:<br>**MANAGING DIRECTOR**<br>**NOLTURESH WATER AND SANITATION COMPANY LIMITED**<br>**P. O. BOX 379 – 90132 SULTAN**<br>**HAMUDTEL: +254745336516** |
|---|---|
| **ITT23.1** | The deadline for Tender submission is: **Friday12thapril, 2024@ 10:00pm, and opened immediately** |
| **ITT Reference** | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS** |
| **ITT23.1** | Tenderers *shall not* have the option of submitting their Tenders electronically. |
| **ITT26.1** | **NOLTURESH WATER AND SANITATION**<br>**COMPANY LIMITED**<br>**P. O. BOX 379 – 90132 SULTAN**<br>**HAMUDTEL: +254745336516**<br>**Venue:Boardroom**<br><br>Date:**12thapril,2024@10:00am**<br>Opening**:immediatelyonthesameday** |
| **E. Evaluation and Comparison of  Tenders** | |
| **ITT33.2** | The currency shall be: Kenya **Shillings** |
| **ITT34.2** | Margin of preference shall **not be allowed.** |
| | F. Award of Contract |
| ITT 40 | The committee 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.<br>To qualify for contract awards, the tenderer shall have the following:-<br>(a) Necessary qualifications, both technical and financial capability, experience in offering similar service, and resources to facilitate the provision of the service.<br>(b) Legal capacity to enter in to a contract for procurement<br>(c) The tenderer 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.<br>(d) The tenderer has not been debarred from participating in public procurement. |
| **ITT44.1** | The negotiations will be held at: nolturesh Offices |
| **ITT49.1** | The procedures for making a Procurement-related Complaint are available from the<br>PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. |

# SECTION III-EVALUATION AND QUALIFICATION CRITERIA

1. **General Provision**

   Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

   a) For business turn over or financial data required for each year-Exchange rate prevailing on the last day of there spective calendar year (in which the amounts for that year is to be converted) was originally established.

   b) Value of single contract-Exchange rate prevailing on the date of the contract signature.

   c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

   **Evaluation and contract award Criteria**

   The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (I) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and
   (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. **Preliminary examination for Determination of Responsiveness**

   The Procuring Entity will start by examining all tenders to ensure they meet in all respect to the eligibility criteria and other requirements in the ITT and that the tender is complete in all aspects in meeting the requirements of "Part2– Procuring Entity's Software Requirements", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete.
   Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

   **EVALUATION CRITERIA**

   **MANDATORY REQUIREMENTS**

   **Preliminary evaluation criteria for underwriters** (*Tick if attached)*

| No. | Preliminary evaluation criteria | YES | NO |
|---|---|---|---|
| 1. | The bidder must provide evidence of company existence by incorporation.(Attach certificate of incorporation) | | |
| 2. | The bidder must provide current License (2024) | | |
| 3. | The bidder must provide proof of Ten (10) years existence by incorporation (Date of incorporation to date often deropening) | | |
| 4. | The bidder must be licensed by IRA for the last Ten(10)years doing similar business.(attach evidence) | | |
| 5. | Attach a copy of valid Tax compliance certificate.(To be verified on KRA TCC checker) | | |
| 6. | AttachCR12Certificate-Notmorethan6MonthsOld. | | |
| 7. | Attach an Original Tender security of Ksh.1,000,000/= in form of BANK GUARANTEE valid for 150 days in the format provided. | | |

| 8. | Must be registered with Software Regulatory Authority (IRA) for the current year and (Attach copy of the Perpetual license). | | |
|---|---|---|---|
| 9. | The bidder must provide power of attorney in the format provided. | | |
| 10. | Submit a copy of Audited accounts for the latest three (3) financial years signed by auditor (s) who are approved by Institute of Certified Public Accountants of Kenya (ICPAK).(All pages stamped) | | |
| 11. | Bidder must fill the Price Schedule in the format provided in the tender document. | | |
| 12. | Must fill the form of tender in the format provided and instructions provided | | |
| 13. | Must submit a duly filled up confidential business questionnaire in The format provided | | |
| 14. | Must fill the anti-corruption form in the format provided | | |
| 16. | MustfilltheCodeofethicsform | | |
| 17. | Must fill the Tenderers information form | | |
| 18. | Sequential Pagination of the entire document<br>Tender document **MUST** be: -<br>  a. Serialized as per the table of content<br>  b. Signed and official rubber stamped<br>  c. Properly bound(**Book bound**) | | |

**NB:** Only bidders who will provide all the Mandatory requirements will proceed to technical evaluation

**TECHNICAL EVALUATION**

| No | Technical evaluation Criteria | Max Score |
|---|---|---|
| **1.0** | **Specific experience of the bidder relating software service** | |
| 1.1 | The company must have offered service at least five years to minimum of three clients (**10 marks each** ) | 80 |
| 1.2 | Provide current recommendation letters from at least five(4) clients in the public and private sectors(**10 Marks each**) | 40 |
| | **TOTAL** | **100** |

**Note:** Only Tenderers scoring 80% and above of the total technical score (stage two) shall proceed to stage three for Financial Evaluation.

## (iii)STAGE THREE (FINANCIAL EVALUATION)

The bids shall be ranked on the basis of the bid amount as read out and the lowest evaluated bidder that has met the minimum score shall be the winning bid.This is however carried out in line with Section 82 of the Public Procurement and Asset Disposal Act 2015 states That: *"The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity"*

Hence from the foregoing, the financial evaluation is based on the Bid sum provided by the bidder 'as read' during the opening. A rank in decreasing order of preference shall be assigned to the bidders based on the 'as- read' bid sum where by the lowest as-read bid is the most preferred. Major arithmetical errors area fundamental ground for a bidder's disqualification

**3.Tender Evaluation (ITT35) Price evaluation**: in addition to the criteria listed in ITT35.2(a)–(c) the following criteria shall apply: **Other Criteria; i**f permitted under ITT 35.2 (d):...... N/A

**4. Multiple Contracts**

Multiple contracts will be not permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer identified for each item.

**5.Alternative Tenders(ITT14.1)**

An alternative bid are not permitted under ITT14.1

### 6. MARGIN OF PREFERENCE

**Apply Margin of Preference**, if so allowed to all evaluated and accepted

tenders as follows…N/A

If the **TDS** so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractor's qualifies for a margin of preference.

After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders

Shall be abscessed to ascertain their percentage of share holding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

i)       *Group A:* tenders offered by Kenyan software and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).

ii)       *Group B:* tenders offered by foreign software and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, at tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 5.1(c) of the respective tender price, including unconditional discounts, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group Band the lowest evaluated tender from GroupA. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

### 7. Post Qualification Criteria (ITT38) Post qualification and Contract award (ITT39), more specifically, N/A

a)       In case the tender <u>was subject to post-qualification</u>, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

b)       In case the tender <u>was not subject to post-qualification</u>, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

i)      The Tenderer shall demonstrate that it has access to, or has available, liquid assets, un encumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya

Shillings

_____.

ii)     Minimum <u>average</u> annual turnover of Kenya Shillings *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *[insert of year] years*.]

iii)    At least_____(*insert number)* of contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, or joint vent u remember or sub- contractor each of minimum value Kenya shillings

_____equivalent.

iv)     Other conditions depending on their seriousness.

**a)**      **History of non-performing contracts**:

Tenderer and each member of JV incase the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last (*specify years*). The required information shall be furnished in the appropriate form.

**b)**      **Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against theTenderer.Tenderer shall provide information on pending litigations in the appropriate form.

**c)**      **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last (*Specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

 **SECTIONIV-TENDERING FORMS**

  **1.    Form of Tender**
**(Amended and issued pursuant to PPRA CIRCULARNo.02/2022)**

# INSTRUCTIONS TO TENDERERS

*i) All italicized text is to help the Tenderer in preparing this form.*

*ii) TheTenderer must prepare this Form of Tender on stationery with its letter head clearly showing the Tenderer's complete name and business a ddress. Tenderers are reminded that this is a mandatory requirement.*

*iii)Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELFDECLARATION FORMS OF THE TENDERER as listed under (s) below.*

**Date of this Tender submission**:…........... *[insert date (as day, month and year) of Tender submission]*

**Tender Name and Identification**:…................ *[insert*

*identification]*

**Alternative No.**:…........................................*[insert identification No if this is a Tender for an alternative]*

To...................................*[Insert complete name of Procuring Entity]*

a) ***No reservations:*** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;

b) ***Eligibility:***We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;

c) ***Tender-Securing Declaration:*** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;

d) ***Conformity:*** We offer to provide the Software Services in conformity with the tendering document of the following: [*insert the list of items tendered for and a brief description of the Software Services*];

## SCHEDULE OF TENDERED ITEMS AND PRICES

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|
| **No of Item** | **Brief description of item** | **Value of item** | **Software Period** | **software Premium per  Annum (TenderP rice)** | **Price discount(if any)** | **Total Tender Price for per annum** |
| No1 | | | | | | |
| No2 | | | | | | |
| No3 | | | | | | |
| No4 | | | | | | |

e) ***Discounts:*** The discounts offered and the methodology for their application are:

    i) The discounts offered are: [*Specify in detail each discount offered.*]

    ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that' shall be used*

       *To apply the discounts*];

f) ***Tender Validity Period:*** Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

g) ***Performance Security:*** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

h) ***One Tender Per Tenderer:*** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;

i) ***Suspension and Debarment****:* We, along with any of our subcontractors, suppliers, consultants, manufacturers, or software Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;

j) ***State-owned enterprise or institution****:* [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/ [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];

k) ***Binding Contract:*** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(m) ***Not Bound to Accept:*** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tenderor any other Tender that you may receive;

(n) ***Fraud and Corruption:*** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

(o) ***Collusive practices:*** We here by certify and confirm that the tender is genuine, non-collusive And made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below; and

(p) ***Code of Ethical Conduct:*** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.

(q) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

(r) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

   (i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

   (ii) Certificate of Independent Tender Determination– to declare that we completed the tender without colluding with other tenderers.

   (iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

   (iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in "Appendix 1-Fraud and Corruption" attached to the Form of Tender.

Name of the Tenderer:*[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:........................................ [insert  complete name of person duly authorized to sign the Tender]

Title of  the person signing the Tender: ...............................[insert complete title of the person signing the Tender ] Signature of the person named above.[insert signature of person whose name and capacity are shown above] Date signed[insert date of signing]

day of [insert month], [insert year].

## A.    TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

**Instruction to Tenderer**

Tender is instructed to complete the particulars required in this Form, *one form for each entity if  Tenderisa JV*.Tenderer is further reminded that it is an offence to give false information on this Form.

a)    **Tenderer's details**

|   | ITEM | DESCRIPTION |
|---|------|-------------|
| 1 | Name of the Procuring Entity | |
| 2 | Reference Number of the Tender | |
| 3 | Date and Time of Tender Opening | |
| 4 | Name of the Tenderer | |

| 5 | Full Address and Contact Details of the Tenderer. | 1. Country<br>2. City<br>3. Location<br>4. Building<br>5. Floor<br>6. Postal Address<br>7. Name and email of contact person. |
|---|---|---|
| 6 | Current Trade License Registration Number and Expiring date | |
| 7 | Name, country and full address(*postal and physical addresses, email, and telephone number*) of Registering Body/Commission | |
| 8 | Description of Nature of Business | |
| 9 | Maximum value of business which the Tenderer handles. | |
| 10 | If a Kenyan tenderer, he/she has provided a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority. | |
| 11 | State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email ,and telephone number*)of state which stock exchange | |

**General and Specific Details**

(b) **Sole Proprietor, provide** the following details.

Name in full_____Age_____

Nationality_____CountryofOrigin_____

Citizenship _____

c) **Partnership,** provide the following details.

| | **Names of Partners** | **Nationality** | **Citizenship** | **%Shares owned** |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

d) **Registered Company,** provide the following details.

i) Private or public Company.................................................................................................

*iv)* State the nominal and issued capital of the Company…......................................................

Nominal Kenya Shillings(Equivalent)…................................................................................

Issued Kenya Shillings(Equivalent)…................................................................................

*v)* Give details of Directors as follows.

*vi)*

|   | Names of Director | Nationality | Citizenship | %Shares owned |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

**e)** **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

   i)   Are there any person/persons in..........................(*Name of Procuring Entity)who* has/ have an interest or relationship in this firm?

   Yes/No……………………… If yes, provide details as follows.

|   | Names of Person | Designation in the Procuring Entity | Interest or Relationship with Tenderer |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |

**ii)** **Conflict of interest disclosure**

|   | Type of Conflict | Disclosure YESORNO | If YES provide details of the relationship with Tenderer |
|---|---|---|---|
| 1 | Tenderer is directly or indirectly controls, is controlled by or Is under common control with another tenderer. | | |
| 2 | Tenderer receives or has received any director In direct subsidy from another tenderer. | | |
| 3 | Tenderer has the same legal representative as another tenderer | | |
| 4 | Tender has a relationship with another tenderer, directly or through common third parties that put sit in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process. | | |
| 5 | Any of the Tenderer' s affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the | | |
|   | **Type of Conflict** | **Disclosure YESORNO** | **If YES provide details of the relationship with Tenderer** |
|   | Subject of the tender. | | |
| 6 | Tenderer would be providing goods, works, non- consulting services or consulting services during implementation of the contract specified in this Tender Document. | | |
| 7 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/ or the Tender evaluation process of such contract. | | |

| 8 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract. | | |
|---|---|---|---|
| 9 | Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity through out the tendering process and execution of The Contract? | | |

**f)    Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____          Title or Designation

_____

_____          _____

*(Signature)*                                                              *(Date)*

## B.    CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the under signed, in submitting the accompanying Letter of Tender to the_____
_____ [Name of
Procuring Entity] for:_____[Name and number of
tender] in response to the request for tenders made by:_____[Name of Tenderer] do
hereby make the following statements that I certify to be true and complete in every
respect:

I certify, on behalf of_____[Name of Tenderer]that:
1.    I have read and I understand the contents of this Certificate;
2.    I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3.    I am the authorized representative of the Tenderer with authority to sign this Certificate ,and to submit the Tender on behalf of the Tenderer;
4.    For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a)    Has  been requested to submit a Tender in response to this request for tenders;

   b)    Could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5.    The Tenderer discloses that [check one of the following, as applicable]:

   a)    The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;

   b)    The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6.    In particular, without    limiting the generality of paragraphs(5)(a)or(5)(b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;

b) methods, factors or formulas used to calculate prices;

c) the intention or decision to submit, or not to submit, a tender; or

d) the submission of a tender which does not meet the specifications of there quest for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name_____Title_____

Date_____

*[Name, title and signature of authorized agent of*
*Tenderer and Date]*

**SELF-DECLARATION FORMS**

**FORMS D1**


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


I,………………………………….,of Post Office Box...................................... being a resident of ………………………………….. in the Republic of …………………………… do hereby make a statement as follows:-


1.  THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of .................................. *(Insert nameoftheCompany)* who is a Bidder in respect
    of **Tender No.**…………………..for....................................................... *(Insert tender title/description)* for............*(Insert name of the Procuring entity)*and duly authorized
    and competent to make this statement.


2.  That the a foresaid Bidder, its Directors and sub contract or shave not been debarred from participating in procurement proceeding under Part IV of the Act.


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


    …………………………………............................................................................................... (Title)
     (Signature)                                                    (Date)


    Bidder Official Stamp

**FORMS D2**

## SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,…………………………….......................................………. of P.O.Box……………………….being a resident of…………………………………….. in the Republic of                                                    do here by make a statement as follows:

1.  THAT I am the Chief Executive / Managing Director/Principal Officer/Director of.....………....
    . ...........................................*(Insert name of the Company)* who is a Bidder in respect of **Tender No. ………………..**for…………………….(Insert tender title/description)for ...................*(Insert Name of the Procuring entity)* and duly authorized and competent to make this statement.

2.  THAT the a fore said Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of……………………. *(Insert name of the Procuring entity)* which is the procuring entity.

3.  That  the a fore said Bidder, its servants and/or agents/sub contract or shave not offered any inducement to any member of the Board, Management, Staff and/ or employees and/or agents of*(Name of the procuring entity).*

4.  that the a fore said Bidder will not engage / has not engage din any corrosive practice with other bidders participating in the subject tender

5.  THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

    ……………………………….  ……………………………….        ………………
     (Title)                        (Signature)

                                      (Date) Bidder Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I,......................................................................................(person) on behalf of *(Name of the Business/ Company/ Firm)* …………………………………………………. declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015,Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory

.........................................……………………………

Sign…………….......................................................................................

..............

Position…………….......................................................................................................................................

...

Office address……………………………………………Telephone .........................................E-

mail...................................……

Name of the Firm/Company………...............................................................…………

Date……………………………….....................................................…………

**(Company Seal/Rubber Stamp where applicable)**

Witness Name  ........................................................….……………….

Sign………………….......................................................................…………

Date……………………………………...............................................................................

### D. APPENDIX1- FRAUD AND CORRUPTION

### 1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act *(no.33of2015)*and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### 2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub- consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs1.1above.

Kenya's public procurement and asset disposal act *(no. 33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;

iii) Without limiting the generality of the subsection (1)and(2),the person shall be:-

    a) Disqualified from entering in to a contract for a procurement or asset disposal proceeding; or

    b) If a contract has already been entered in to with the person, the contract shall be voidable;

iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—

    a) Shall not take part in the procurement proceedings;

    b) Shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

    c) Shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

vii) If a person contravenes subsection (1) with respect to a conflict of interest described in sub section (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer .Etc.

Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

i) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

ii) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

iii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iv) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

v) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

vi) "obstructive practice" is:

- Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph2.3e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award [1]of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub- consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt,

fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring ( I )Tenderers   (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect    all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

## SCHEDULE OF PRICES FORM

*[The Procuring Entity shall fill in these Forms to indicate the List of software Services required by the Procuring Entity [Columns 1-4 and the Tenderer shall complete columns 5-7 as his /her Tender].*

| 1 | 2 | 3 | 4 | 5 | 6 |
|------|----------------------|-------|--------------|------------------------------|---------------------------------------------|
| **no** | **Description of item** | **Value** | **Tender Price** | **Price discount (if any)** | **Total Tender Price for software Service** |
| No1 | | | | | |
| No2 | | | | | |
| No3 | | | | | |

Name of Tenderer................................................................................................................ *[insert complete name of Tenderer]*

Signature of Tenderer ......................................................................................................... *[signature of person signing the Tender]*

Date.........................................................................................................................*[insert date]*

## TENDERER INFORMATION FORM

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date ...................................................... *[insert date (as day, month and year) of Tender submission]*

ITT No.................................................... *[insert number of Tender in process]*

Alternative No ...................................... *[insert identification No if this is a Tender for an alternative]*

| |
|---|
| 1.Tenderer's Name |
| 2. Tenderer's actual orintended country of registration: |
| 3.Tenderer's year of registration: *[insert Tenderer's year of registration]* |
| 4.Tenderer's Address in country of registration:*[insert Tenderer's legal address in country of registration]* |
| 5.Tenderer's Authorized Representative Information<br><br>Name:*[insert Authorized Representative's name]*<br><br>Address:*[insert Authorized Representative's Address]*<br><br>Telephone:*[insert Authorized Representative's telephone/ fax numbers]*<br><br>Email Address:*[insert Authorized Representative's email address]* |
| 5.Attached are copies of original documents of*[check the box(es)of the attached original documents]*<br><br>☐ Articles of Incorporation(or equivalent documents of constitution or association),and/ or documents of registration of the legal entity named above,in accordance with ITT4.4.<br><br>☐ A current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority, if tender is a Kenyan tenderer,in accordance with ITT4.15.<br><br>☐ In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:<br><br>• Legal and financial autonomy<br>• Operation under commercial law<br>• Establishing that the Tenderer is not under the supervision of the Commission of the Procuring Entity<br><br>2.Included are the organizational chart and a list of Board of Directors |

## QUALIFICATION INFORMATION

*1.1*   Constitution or legal status of Tenderer ...........................................................[*attach copy*]

   Place of registration .......................................................................................[*insert*]

   Principal place of business................................................................................ [*insert*]

   Power of attorney of signatory of Tender...........................................................[*attach*]

*1.2*   Total annual volume of services performed in five years, in the internationally traded currency specified **in the TDS** .......................[*insert*]

1.3   Services performed as prime Software Provider on the provision of Services of <u>a similar nature</u> and volume over the last five years.The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services underway or committed, including expected completion date.

1.4   Financial reports for the last five years : balance sheets , profit and loss statements , auditors' reports,  etc. List and attach copies.

1.5   Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.

1.6   Information regarding any litigation, current or with in the last five years, in which the Tenderer is or has been involved.
   Other party(ies)Cause of dispute Details of litigation award Amount involved

   a)_____   _____

   _____

   b)_____

1.7   Statement of compliance with the requirements of  ITT 4.2.

1.8   Any additional information required_____

# 1. NOTIFICATION OF INTENTION TO AWARD

**[*This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.*][*Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form*]**


1) For the attention of Tenderer's Authorized Representative Name:.....................................................
   *[insert Authorized Representative's  name]*
   Address.................................................... *[insert Authorized Representative's Address]*
   Telephone  numbers:  .......................................*[insert Authorized  Representative's telephone/fax numbers]*
   Email Address .........................................*[insert Authorized Representative's email address]*

**DATE OF TRANSMISSION**:

This Notification is sent by:[*email/fax*]on[*date*](local time)

**Procuring Entity**...................................... *[insert the name of the Procuring Entity]*

**Contract title**............................................ *[insert the name of the contract]*

**ITT No** ......................................................*[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

      a) Request a debriefing in relation to the evaluation of your Tender, and/or

      b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

**The successful Tenderers are listed below.**

| 1 | 2 | 3 | 3 |
|---|---|---|---|
| No of item to be insured | Description of Item | Name of Tenderer | Tender Price |
| No1 | | | |
| No2 | | | |
| No3 | | | |

**2) OtherTenderers**

| 1 | 2 | 3 | 3 |
|---|---|---|---|
| No of item to Be insured | Description of Item | Name of Tenderer | Tender Price |
| No1 | | | |
| No2 | | | |
| No3 | | | |

**3) How to request a debriefing**

**DEAD LINE: The deadline to request a debriefing expires at midnight on[*insert date*](local time).** You may request a debriefing in relation to the results of the evaluation of your Tender.If you decide to request a debriefing your written request must be made within three(3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details ; and address the request for debriefing as follows:

**Attention** ...............................................................[*insert full name of person, if applicable*]

**Title/position**.......................................................... [*insert title/position*]

**Commission** ........................................................... [*insert name of Procuring Entity*]

**Email address**........................................................[*insert email address*]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days  of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided .If this happens, we will notify you

and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person .We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

**4) How to make a complaint**

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by [*insert date and time*].**

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
**Attention** ....................................................... [*insert full name of person,if applicable*]
**Title/position** ................................................[*insert title/position*]
**Commission** .................................................[*insert name of Procuring Entity*]
**Email address** ................................................ [*insert email address*]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:
1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint with in the period stated above.
4. You must include, in your complaint, all the information required to support  the complaint.

**5)** The application must be accompanied by the fees set out in the Procurement Regulations, which shall not berefundable (information available from the Public Procurement Authority atcomplaints@ppra.go.keor info@ppra.go.ke**Standstill Period**

DEADLINE: The Standstill  Period is due to end at midnight on[*insert date*](local time).The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

**Signature: Name:**_____

**Title/position:**_____

**Telephone:**_____

**Email:**_____

## 2. REQUEST FOR  REVIEW

**FORM FOR REVIEW(r.203(1))**

**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….. for      (Tender description).

**REQUEST FOR REVIEW**

 I/We……………………………, the above named Applicant(s), of address: Physical address…………….
P. O. Box 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**

**The Secretary/CEO**

## 3. LETTER OF AWARD

*[Form head paper of the Procuring Entity]*

…..................................*[date]*

To …............................. *[name and address of the Software Provider]*

This is to notify you that your Tender dated............................*[date]*for execution of the..............*[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of...........................................*[amount in numbers and words][name of currency]*,as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized

Signature................................................... Name and Title of Signatory:

...............................................................................................

Name of Commission:...........................................................................................................

Attachment : Contract

## 4. FORM OF CONTRACT

*[Form head paper of the Procuring Entity]*

## LUMP-SUM  REMUNERATION

This CONTRACT is made ---------the day of the month of --------------, , between, on the one hand,--------------------------------------------------and , on the other hand, ------------------------------------------------------. and, on the other hand a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the software Provider's  obligations under this Contract, namely-----------------------------------------

WHEREAS

- a) The Procuring Entity has requested the Software Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the "Services");

- b) The software Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set for in this Contract at a contract price of    ;

NOW THE REFORE the parties here to hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed part of this Agreement, and the priority of the documents shall be as follows:

- a) The Form of Acceptance;
- b) The software Provider's Tender
- c) The General Conditions of Contract;
- d) The Special Conditions of Contract;
- e) The Priced Schedule of Requirements ;and
- f) The following Appendices : Appendix : Negotiated and Signed software Policy(ies)

2. The mutual rights and obligations of the Procuring Entity and the Software Provider shall be asset for thin the Contract, in particular:

- a) The software Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b) The Procuring Entity shall make payments to the software Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of......................................*[name of Procuring Entity][Authorized Representative]*

For and on behalf of*[name of software Provider][Authorized Representative]*

[***Note** : If the software Provider consists of more than one entity, all these entities  should appear as signatories, e.g., in the following manner*:]

For and on behalf of each of the Members of the software Provider .....................................*[name of Member ][Authorized Representative]*

*[name of member][Authorized Representative]*

## FORM OF TENDER SECURITY-[Demand Bank Guarantee]

**Beneficiary:**_____ **Request for Tenders No:**

_____

**Date:**_____**TENDER GUARANTEE No.:**____

**Guarantor:**_____

1. We have been informed that_____(here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of_____ under Request for Tenders No. _____("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant , we , as Guarantor , hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to offered by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer , upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently , any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____

*[signature(s)]*

**Note : All italicized text is for use in preparing this form and shall be deleted from the final product.**

## FORM OF TENDER - SECURING  DECLARATION

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

Date ............................................*[insert date(as day , month and year)of Tender Submission]*

Tender No......................................*[insert number of tendering process]*

To ................................................*[insert complete name of Purchaser]*

I/We, the under signed , declare that:

1.  I/We understand that, according to your conditions , bids must be supported by a Tender – Securing Declaration.

2.  I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions , because we– (a)have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,(i)fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3.  I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s) , upon the earlier of:

    a)  Our receipt of a copy of your notification of the name of the successful Tenderer ;or

    b)  Thirty days after the expiration of our Tender.

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

Signed:…………………………….………………………………….....….………..

Capacity/title(director or partner or sole proprietor ,etc.)………..........……………….

Name.......................................................................................................Duly authorized to sign
The bid for and on behalf of .................................................................*[insert complete name of*
*Tenderer]*

Dated on……………….day of.................................. *[Insert date of signing]*

Seal or stamp

**FORM OF  POWER  OF ATTORNEY**

(*All bidders shall complete this form otherwise; their bids shall  be considered non responsive* .We

.................................................................................... (name of bidder)having our

offices

Located  in ................................................................... (name of  town and  Building )duly authorize

…………………………………………………………………………………………………

… (Name of person appointed to act for and on behalf of the bidder)to act for and on our behalf on all

matters pertaining to the Provision of software for NOLTURESH WATER AND SANITATION

COMPANY LIMITED

Name of Appointed

Attorney……………………………………….. Signature of

Appointed Attorney…………………………………….

Witnessed by.

     1.    Name of First Company Director……………………….

           Signature………………………………………………..

     2.    Name of Second   Company

           Director……………………………

           Signature…………………………………………………

           …

           Company Seal……………………………………..

# PARTII – SCHEDULE OF SOFTWARE REQUIREMENTS

| | MANDATORY TECHNICAL SPECIFICATION | | |
|---|---|---|---|
| | **All the requirements are mandatory. Bidders must indicate their response on all the requirements** | **Bidder's response** | **Comments/ Remarks** |
| 1 | The system must have a capability to be viewed in all operating systems and devices without distortion of information and user interface | | |
| 2 | Scalability and Performance - One of the fundamental requirements of solution architecture to be provided by the vendor is its ability to scale up as and when new applications and services are added and transaction volumes increase without compromising the performance of the overall solution. It should provide for Scale-Up and Scale out on the Application, Web Servers, Database Servers, Application Integration Servers, and all other solution components. | | |
| 3 | Availability - Solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures, thus protecting against many multiple component failures. | | |
| 4 | Manageability – All the components of the system must be managed from a remote management station. Shall provide custom reporting of current and historical system performance parameters. Performance parameters to be tracked include resource utilization (CPU, Memory, Hard Disk, I/O, and Processes), uptime, through put, device alerts/failure etc. | | |
| 5 | Architecture- The system should support a multi-tier architecture with each tier fully independent. It should have the ability to integrate with Active Directory (for authentication) and e-mail system and also provide a flexible API for system integration and application development. | | |
| 6 | The system should provide a modular facility to customize the document management interface to meet specific functional requirements. | | |
| | Security | | |

| | | | |
|---|---|---|---|
| 7 | Login, password and user settings are limited to administrator role and define password strength and alerts to change password for a defined period. Different confidentiality settings for groups and individuals to be managed by the administrator. Modern threat protection, customizable content controls and an intuitive web-based console. Configure violations to warn users, block the files from being posted and/or replace the files with custom text. The system must support extensive audit trails at folder/ aggregation of records level to the lowest object level for each action done by a particular user by stamping the user name, date and time. The system should ensure that the audit trails remain unalterable Audit trail on Users, functions accessed with details of transactions posted to a secure log file. Maintain Disk Storage of Audit Trail Log file (log password restricted) Provide system's security driven by roles, so as to reduce the number of security profiles that need to be maintained. The system should have adequate data entry security controls, validation, check digit, etc. Definable password security permission with read, update, add, delete and post. | | |
| 8 | System integration Seamlessly Integration with relevant existing systems and allow for future integration too. The solution/interface needs to be integrated with the back end government systems (If any), among others for effective transfer/retrieval of information to and from the backend application. Should support both Synchronous and Asynchronous communication (message exchange) with the backend business applications. The integration should enable Administrators to easily surface documents in the system, allowing them to: Link to one or more individual documents selected from the system<br><br>Create lists of documents based on specific selection criteria: e.g. library, folder or metadata.<br><br>Insert links to individual documents inside rich text areas.<br><br>Easily give access to documents in other systems by selecting libraries, for folders or individual files.<br><br>Allow users to edit and add documents directly to system | | |

| | | | | |
|---|---|---|---|---|
| | Workflow<br>The bidder is to automate all the processes. The system should be equipped with an online dashboard, integrated android mobile as well as USSD / SMS platform which combined enable utility departments to easily and efficiently log all faults reported, assign, track and give feedback in a timely manner.<br><br>Develop workflow for each of the processes and allow for proper management of the same. The workflow should be accessible anywhere.<br><br>The system should support authorized users to forward records/documents for approval in a predefined and flexible route.<br><br>Users in the workflow should be able to access the work items in their inbox and process them accordingly. These inboxes shall have the facility to categorize overdue work, pending work, all my work, work assigned, by filtering using the user login ID<br>The System should provide for hosting of commonly used forms and documents so that users can open, fill, sign and forward them for processing and online approval without printing them.<br><br>System should allow for digital signature for online approvals<br><br>Creation of different action codes (attributions) for different tasks with different automatic<br><br>Automatic alerts e.g. e-mail, Short Message Service etc. or notification for pending work to officers<br><br>Clear overview in one window of all attributions to a person or to a department (reminders diary)<br><br>Search for persons/departments and their attributed, closed, open and overdue attributions<br><br>Version control for documents<br><br>The Workflow solution shall support dynamic rights allocation on objects after receiving the work item. The rights should be enabled / disabled automatically as the letter is routed in the defined path.<br><br>The system should support time and event based reminders and automatic escalations to relevant user | | | |
| 9 | after specified time intervals pending work items, | | | |

| | | | |
|---|---|---|---|
| | completed items, items pending with specific users etc. The system should provide a facility for assigning tasks and deadlines for users in a work flow. The system should provide for the change of deadlines based on user requirements | | |
| 10 | Notifications The system should have a capability sending notifications to the relevant user/stakeholder. | | |
| 11 | Business continuity Ability to create scheduled backups of system data. System should allow different backups including daily, weekly among others, as well as remote backups, online backups and multiple backups and realtime replication | | |
| 12 | Have multi-user capability: with many users logging in at the same time (Network operating systems and Database systems). | | |
| 13 | The system be accessible over LAN and WAN using client server. | | |
| 14 | Run on Relational Database Management System such as SQL, Oracle, Sybase, or DB2. | | |
| 15 | Training Operators on daily operations of the system. | | |
| 16 | Training IT staff on management and user support of the software. | | |

| | | | |
|---|---|---|---|
| 17 | Transactions made in one module should be transparent to other Modules | | |
| 18 | The system should be modular allowing phased implementation of additional modules. | | |
| 19 | The system must be adaptable and scalable with changing technology | | |
| 20 | The system should be user friendly, menu driven with extensive online help facilities. | | |
| 21 | Solution is web enabled and support XML and XHTML. | | |
| 22 | Every subsystem/module should have an analytic dashboard and also have executive dashboard for senior management. | | |
| 23 | Provide the ability for the System to be upgraded without loss of data or user defined fields. | | |
| 24 | Ability to establish and assign common user profiles | | |
| 25 | The system should be practical and easy to use for customers and staff involved in data collection, verification and enforcement. | | |
| 26 | Provision of reports and dashboards for monitoring performance of core functions within the utility | | |
| 27 | Easy to use and accessible via different platforms such as Web, Android, Windows, IOS, and other platforms | | |
| | **ICT Requirements** | | |
| 28 | Provision of training manuals/reference materials Support and maintenance | | |
| 29 | Provide 24/7/365 99.9% availability of the system. | | |
| 30 | Providing upgrades, trouble shooting and fixes to the system. | | |
| 31 | Providing a help line which users of the system can call to report any problems | | |
| | **FUNCTIONAL REQUIREMENTS - FINANCE** | | |
| | **General ledger** | | |
| 32 | The system should have the ability to set up all the accounts needed in the chart of accounts and add more whenever necessary. | | |
| 33 | The system should have the ability to define fiscal year as beginning on any date and divide it into accounting periods | | |
| 34 | The system should have the ability to view continually updated balances and net changes. | | |

| | | | |
|---|---|---|---|
| 35 | The system should have the ability to create budgets in a matrix window, for a day, week, month, quarter, year, or any accounting  period . Make budgets based on department, project, or business unit. | | |
| 36 | The system should have the ability to  edit existing journals. | | |
| 37 | The system should have the ability to support reversal of journal entries. | | |
| 38 | The system should  have the ability to drill down from GL entries into supporting documentation/transactions (may be multi-level drill down) to see original entry | | |
| 39 | The system should allow authorized users to post transactions to the current, future and previous periods throughout the system, with the appropriate approval and audit trails. | | |
| 40 | The system should provide flexible mechanisms for allocation of organizational costs to specified cost centers. | | |
| | Chart of Accounts | | |
| 41 | The system should have the ability to support segmented accounts with user defined lengths. | | |
| 42 | The system should have the ability to provide at least three account segment to distinguish transactions per department and cost center. | | |
| 43 | The system should have the ability to tag accounts as active or inactive. | | |
| 44 | The system should have the ability to prevent posting to inactive accounts. | | |
| 45 | The system should have the ability to support alphanumeric account codes. | | |
| 46 | The system should have the ability to support accounts grouping into liability and other liabilities, asset and other assets, equity/fund, income and other income and expenses accounts and other expenses | | |
| 47 | The system should have the ability to summarize detail accounting information into multiple summary levels as needed. | | |
| 48 | The system should have the ability to restrict access to specific accounts as per pre-defined rules. | | |
| | Cash Management | | |
| 49 | The system should have the ability for online tracking of payments. | | |
| 50 | The system should have the ability for online banking | | |
| 51 | The system should have the ability to support budgeting, costing and forecasting functionalities. | | |

| | | | |
|---|---|---|---|
| 52 | The system should have the ability to manage Multiple and Multi currency Bank Accounts. | | |
| 53 | System should have the ability to allow bank Reconciliation. | | |
| 54 | The system should have the ability to Print checks that are created manually as well as computer-generated checks. Controls are also in place for check-number tracking and voiding checks (if they do not print properly, for example). | | |
| | **Fixed Assets** | | |
| 55 | The system should have the ability to define information for an asset in a number of ways, for example, number, description, class code, location code and serial number. | | |
| 56 | The system should have the ability to specify a fixed asset as a budgeted asset. | | |
| 57 | The system should have the ability to record information and a log that is used for tracking the maintenance and insurance status of fixed assets. | | |
| 58 | The system should have the ability to determine the level of detail needed in fixed assets reporting and statistics, for example, set up asset as a single entity or as a set of components. | | |
| 59 | The system should have the ability to define an unlimited number of depreciation books for each fixed asset, and describe the required depreciation conditions. | | |
| | **Receivables &Payables** | | |
| 60 | The system should have the ability to define flexible payment terms, discount periods, and payment methods. | | |
| 61 | The system should have the ability to define flexible payment application policies including payment tolerance amounts, payment discount grace periods, and cross-currency application rounding limits. | | |
| 62 | The system should have the ability to define an unlimited number of finance charge terms. | | |
| 63 | The system should have the ability to reverse/undo incorrect applications. | | |
| 64 | The system should have the ability to reverse customer and vendor transactions posted manually in journals, including all related ledger entries, VAT entries, and bank account entries. | | |
| 65 | The system should have the ability to define a default currency for customers and vendors; and invoice and accept payment in an unlimited number of currencies. | | |
| 66 | The system should have the ability to view customer/vendor statistics per currency, detailed transaction history, and aging balance reports. | | |

| | | | |
|---|---|---|---|
| 67 | The system should have the ability to merge accounts | | |
| 68 | The system should have the ability to distribute payments to the beneficiaries | | |
| 69 | The system should have the ability to automate suggestion of vendor payments based on due dates, dimension values, vendor priority, and discount availability | | |
| 70 | The system should have the ability to receive notices informing if a customer exceeds their credit limit, has been blocked from further transactions, or has an overdue balance. | | |
| 71 | The system should have the ability to send statements or reminders to customers with overdue balances. | | |
| 72 | The system should have the ability to use VAT posting groups to automatically calculate VAT for customers and vendors. | | |
| 73 | The system should have the ability to specify whether unit prices on sales and purchase lines should include or exclude VAT. | | |
| 74 | The system should have the ability to check that VAT registration numbers fit country standards and aren't incorrectly duplicated for another customer or vendor in the database. | | |
| 75 | The system should have the ability to allow the manual entry of VAT to ensure consistency between external documents and internal accounting. For example, where the VAT on an external document is different from that calculated in the program, it might be relevant to enter the VAT amount calculated by the vendor. | | |
| | **Reports** | | |
| 76 | The system should have the ability to Produce Aged debtors listing reports | | |
| 77 | The system should have the ability to provide Invoice reports based on different parameters for example, Customer, Date range etc. | | |
| 78 | The system should have the ability to provide receipt reports based on different parameters for example customer, and date range | | |
| 79 | Trial Balance. | | |
| 80 | Income Expenditure statement/ Profit & Loss Statement. | | |
| 81 | Balance Sheet (Statement of Financial Position). | | |
| 82 | Cash Flow Statement. | | |
| 83 | Statistical analysis and presentation | | |

| | | | |
|---|---|---|---|
| 84 | Monthly Management Report- This should be a financial report for each votes in the ledger for the purpose of budget monitoring. | | |
| 85 | The system should have the ability to compare financial reports such as Income and expenditure and Balance sheet against budget, across periods e.g. month, year to date, previous years. | | |
| 86 | The system should have the ability to export reports to MS Excel | | |
| 87 | The system should have the ability to generate management accounts and statutory accounts off the one ledger. Also for Tax computation and analysis purposes. | | |
| 88 | The system should have automatic re-categorization of accounts for balance sheet reporting purposes, depending whether the balance is debit or credit. | | |
| | FUNCTIONAL REQUIREMENTS-BILLING | | |
| 89 | Ability to download all meters in a specific sub-zone | | |
| 90 | Ability to support online reading of meters, online disconnection and reconnections | | |
| 91 | Ability to provide map assist using the GIS system to identify customers and meters location | | |
| 92 | Ability to give all customer details including phone numbers and location to meter readers and the disconnection units | | |
| 93 | Ability to signal a customer where the meter status is covered, gate locked, dogs, not seen and require the customer to self- read a meter or open the gate. | | |
| 94 | Ability to use inbuilt intelligence that checks the history of a read meter and prompts a rereading while still on the ground | | |
| 95 | Ability to upload meters in offline state | | |
| 96 | Ability to signal and detect leakages based on readings taken | | |
| 97 | Ability to require a report once job is complete | | |
| 98 | Ability to classify customers' accounts as active, disconnected, terminated. | | |
| 99 | Ability therefore to signal illegally consuming accounts on the site. | | |
| 100 | Ability to integrate with other modules seamlessly and post reports directly | | |
| 101 | Ability to provide automatic updating of customer details online. | | |
| 102 | Allow importation and exportation of data in excel, pdf | | |

| | | | |
|---|---|---|---|
| 103 | Ability to give alerts in terms of meters not read, Suspicious meters readings, delayed readings, delayed verification, delayed billing, delayed disconnections, delayed reconnections and work assigned status | | |
| 104 | Ability to alert customers on meter reading, disconnection and reconnection | | |
| 105 | Support work flow reporting on issues being addressed on an account especially where approvals are required. | | |
| 106 | Ability to adjust customer's readings once an error is detected. | | |
| 107 | Ability to match meters downloaded and meters uploaded, develop progress reports, require jobs to be fully complete before accepting new jobs. Incase not finished the system should assign a responsible officer the duty to release the jobs based on a discussion with the assigned staff. | | |
| 108 | Ability to send bills and give a reporting on the unsent messages. | | |
| 109 | Ability to limit a "no meter" comment where the account is active and meter available | | |
| 110 | Ability to capture the previous account readings in case of change of tenancies | | |
| 111 | Ability to generate a meter changed report | | |
| 112 | Ability to limit opening of a new account while the old account is still active | | |
| 113 | Ability to deduct slave meters consumption from the master's meter readings before billing. | | |
| 114 | Ability to use USSD support in cases where meter readers/Disconnection team identity is necessary. | | |
| 115 | Ensure the deposit listing should have an opening balance and a closing balance to ensure that deposits paid during the month can be trailed | | |
| 116 | The system should facilitate deposit tracking | | |
| 117 | Ability to maintain and review all customer account information about accounts e.g. Customer profile and ability to generate statements (date, transaction details, debit/credit status and account balance), Payment details, Billing details, Meter Reading details, Connection details, Events, Meter Movements, etc. | | |
| 118 | Automated communications with customers (email/sms), attach files to customers, track time spent with customers, and assign tasks to other users or departments, | | |
| 119 | Ability to capture GIS coordinates of the water connections and sewer connections, (make capturing of GIS coordinates mandatory for new connection set up), | | |

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| 120 | Ability to access and save sanitation conditions and other data of customer e.g. type of toilet, existence of septic tank and sewer line etc., | | |
| 121 | In the event of part-payment, it should provide a mechanism of the agreement to be effected to turn the account active but actively listen/monitor the agreement, | | |
| 122 | The system should be able to detect accounts that have not been billed for more than (3) three months consecutively and move them to dormant status and keep trail of the dates of such movements, | | |
| 123 | The system should be able to detect the reasons for being moved to dormant e.g. no water, cut off for non-payment, or on owners request, | | |
| 124 | Customers who request not to be billed through writing and have paid the requisite fee should not appear in data-entry sheet and should not be billable but a report on them can be generated any time, | | |
| 125 | Terminated accounts should be archived and should not appear in data entry sheets unless they are inherited and re-activated, | | |
| 126 | Ability to capture the sub-location details where the new connection will be made including LR/plot number etc. | | |
| 127 | Ability to produce draft bills, before actual bills are generated, | | |
| 128 | Ability to generate exception or variance reports. | | |
| 129 | Manage customer categories; domestic, Commercial, Government Institutions, schools, Kiosks, Prepaid Meters etc. | | |
| 130 | Manage the customer database and integrity of customer information, marinating trail of all changes done affecting the account, | | |
| 131 | Should support mobile meter reading, real-time transmission and monitoring of meter reading, | | |
| 132 | Allow user to determine and print bills based on priority orders per customer category etc., | | |
| 133 | Able to maintain and review meter reader routes as and when recommended, | | |
| 134 | Allow for E-billing, support SMS billing, integration with company website for customers to access online bills, query bills via SMS and downloads bills to specified e-mails, | | |
| 135 | Bills should be designed to provide for customized notices to customers like open days etc. | | |
| 136 | The system to receive payments from various payment options (online, mobile service providers, banks etc.), | | |

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| 137 | Can be able to accept non customers payments of prepared bill/invoices e.g. exhauster/water bowser invoice and keep the history, | | |
| 138 | Ability to track/group each non water bill payment by type (survey fees, reconnection fees, meter testing fee) not as miscellaneous, | | |
| 139 | Ability to capture non online receipts by their respective dates and types, | | |
| 140 | Ability to produce reports on collection and collection efficiency, | | |
| 141 | Ability to notify customers payment of their balances on payments done by other modes via sms e.g. m-pesa, eft and | | |
| 142 | Ability to accept multiple accounts payment through/via a single cheque, | | |
| 143 | Ability to produce an age analysis report going backwards to six months, | | |
| 144 | Ability to generate disconnection analysis basing on amount, number of bills not paid, | | |
| 145 | Ability to incorporate part-time payment for those with large debts, | | |
| 146 | Ability to capture the details of disconnection of a customer in the system i.e. who disconnected, the date and type of disconnection method, cut off readings, | | |
| 147 | Ability to capture the details of reconnection of a customer in the system i.e. who reconnected and the date. | | |
| 148 | FUNCTIONAL REQUIREMENTS - CUSTOMER RELATIONSHIP MANAGEMENT | | |
| 149 | Ability to check and retrieve reports on bills sent and their status. | | |
| 150 | Offer a transaction trail on amounts paid for deposits and other services either by linking to the bank and other available modes of payment. | | |
| 151 | Ability to keep an updated CRM that is able to channel customer complaints both physically coming to the office and those using other communication channels. | | |
| 152 | Ability to track ongoing processes and give reports on progress. | | |
| 153 | In case of COTs. The system should be able to link customer details from previous accounts. | | |
| 154 | Tracking adjustments progress and ability to make a follow up on progress. | | |
| 155 | Ability to alert customers on complaints progress once an action is taken | | |
| 156 | Ability to alert the officer assigned a task once raised | | |

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| 157 | Ability to send reminders on pending matters requiring approvals. | | |
| 158 | Ability to capture reasons for rejection of an adjustment giving details of the next procedure to be followed. | | |
| 159 | ROD issues. The system should address a follow up mechanism that is able to tell the progress of such refunds. | | |
| 160 | Ability to capture all customer payment details. | | |
| 161 | Ability to reverse wrongly posted accounts / payments. | | |
| 162 | Ability to assign work and perform work ticketing online. | | |
| 163 | The ability to archive information without deletion, to allow for a clean 'live' data set whilst maintaining historical reporting and data access; | | |
| 164 | The ability to maintain versions of records, with auditing, workflow and roll-back as appropriate; | | |
| 165 | The ability to record activity against individual users for auditing and process; | | |
| 166 | The ability to accurately control data access, workflow and editorial control based on user permissions, as fed from Active Directory. | | |
| | FUNCTIONAL REQUIREMENTS - CUSTOMER SELF HELP | | |
| 167 | USSD - Ability to apply for all services online | | |
| 168 | USSD - Search capabilities for bills, statements and lodging complaints | | |
| 169 | USSD - The system should have capabilities to allow customer to post their meter readings and photos during self-meter reading | | |
| 170 | USSD - Should provide a code to enable customers to easily access company services i.e. making payments, check balance etc. | | |
| | FUNCTIONAL REQUIREMENTS - CUSTOMER SURVEY TOOL | | |
| 171 | Survey Creation and Management: | | |
| 172 | Ability to create customizable surveys with various question types (multiple choice, open-ended, rating scales, etc.). | | |
| 173 | Options to edit, duplicate, delete, and organize surveys. | | |
| 174 | Ability to set up branching logic and skip patterns within surveys for a personalized respondent experience. | | |
| 175 | Response Collection: | | |
| 176 | Secure and reliable data collection mechanisms. | | |
| 177 | Real-time response tracking and monitoring. | | |
| 178 | Data Analysis and Reporting: | | |
| 179 | Robust reporting tools to analyze survey responses. | | |

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| 180 | Customizable dashboards and visualization options (charts, graphs, heatmaps, etc.). | | |
| 181 | Export functionality for raw data and reports in various formats (CSV, PDF, Excel). | | |
| 182 | Security and Compliance: | | |
| 183 | Data encryption during transmission and storage. | | |
| 184 | Compliance with data protection regulations | | |
| 185 | Role-based access control to manage user permissions. | | |
| 186 | Automation and Workflow: | | |
| 187 | Workflow automation for follow-up actions based on survey results. | | |
| 188 | Scheduled surveys for regular feedback collection. | | |
| 189 | User Experience and Accessibility: | | |
| 190 | Intuitive user interface for both survey creators and respondents. | | |
| 191 | Multilingual support for surveys and reports. | | |
| 192 | Scalability and Performance: | | |
| 193 | Ability to handle large volumes of survey responses without performance degradation. | | |
| 194 | Scalability to accommodate growth in survey activities and respondent numbers. | | |
| 195 | Feedback and Iteration: | | |
| 196 | Mechanisms for collecting feedback on the survey tool itself to drive improvements. | | |
| 197 | Regular updates and enhancements based on user feedback and evolving requirements. | | |
| | FUNCTIONAL REQUIREMENT - NRW | | |
| 198 | Management of NRW (Non-Revenue Water) by use of master meters located in zonal areas and linked to billings Reports on NRW monthly per master, zonal areas and Company as a whole  Ability to capture daily master meter reading | | |
| 199 | Ability to capture new master meters and link each master meters to particular customers' | | |

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| 200 | Ability to capture the following DMA meters information; Number of DMA meters GPS coordinates; Location of installed DMA meters Serial number Brand and Type Manufacturing date Readings First installation date (can be used to establish the age of the DMA meter in combination with the manufacturing data, if known); Last installation (or servicing) date (can be used to estimate the age of the DMA meter if the first installation date is unknown); Operational status: functional, non- functional, damaged (but functional), or testing requested, visible defects; Ability to make remarks and initiate prompts to address any malfunctions through approval and escalations. Ability to create a maintenance schedule (who, start, finish and update). | | |
| 201 | Ability to capture daily master meter reading | | |
| 202 | Ability to calculate Non-Revenue Water using water balance computation through a predefined formulae to be shared by the water utilities. The formulae will calculate the following attributes; Real losses Commercial losses Billed un authorized Unbilled unauthorized | | |
| | FUNCTIONAL REQUIREMENTS – INVENTORY | | |
| 203 | Inventory Tracking: | | |
| 204 | Ability to track quantities and values of inventory items in real-time. | | |
| 205 | Support for both goods purchased for resale (inventory items) and goods used for business operations (non-inventory items). | | |
| 206 | Item Management: | | |
| 207 | Easy setup and management of inventory items with details such as SKU, description, cost, selling price, and vendor information. | | |
| 208 | Categorization of items into groups or categories for better organization and reporting. | | |
| 209 | Inventory Transactions: | | |
| 210 | Recording of inventory transactions including purchases, sales, adjustments, transfers, and returns. | | |
| 211 | Automatic updating of inventory quantities and values based on transactions. | | |
| 212 | Sales Order Management: | | |

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| 213 | Creation and management of sales orders to track customer orders and commitments. | | |
| 214 | Ability to convert sales orders into invoices and track fulfillment status. | | |
| 215 | Purchase Order Management: | | |
| 216 | Creation and management of purchase orders to track orders placed with vendors. | | |
| 217 | Ability to convert purchase orders into bills for easy recording of inventory purchases. | | |
| 218 | Costing Methods: | | |
| 219 | Support for different costing methods such as FIFO (First In, First Out), LIFO (Last In, First Out), and average cost. | | |
| 220 | Ability to specify costing method at the item level. | | |
| 221 | Inventory Valuation: | | |
| 222 | Accurate valuation of inventory assets based on the selected costing method. | | |
| 223 | Visibility into inventory valuation reports for financial reporting and decision-making. | | |
| 224 | Inventory Reordering: | | |
| 225 | Reorder point and reorder quantity management to help maintain optimal inventory levels. | | |
| 226 | Alerts or reminders for low stock levels and automatic creation of purchase orders for replenishment. | | |
| 227 | Multi-location Inventory: | | |
| 228 | Support for tracking inventory across multiple locations or warehouses. | | |
| 229 | Ability to transfer inventory between locations and maintain accurate stock levels. | | |
| 230 | Integration and Compatibility: | | |
| 231 | Seamless integration with other modules of QuickBooks Online such as sales, purchasing, and accounting. | | |
| 232 | Compatibility with third-party apps and e-commerce platforms for extended functionality. | | |
| 233 | Reporting and Analysis: | | |
| 234 | Inventory reports such as inventory valuation summary, stock status, and sales by item. | | |
| 235 | Customizable reports and dashboards for deeper analysis of inventory performance. | | |
| 236 | Security and Permissions: | | |
| 237 | Role-based access control to restrict access to inventory-related functions based on user roles. | | |
| 238 | Audit trails to track changes made to inventory records and transactions. | | |
| | FUNCTIONAL REQUIREMENTS - HUMAN RESOURCE | | |
| 239 | Employee Information Management: | | |
| 240 | Ability to maintain a centralized database of employee information including personal details, contact information, employment history, and documents. | | |

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| 241 | Support for adding, editing, and archiving employee records. | | |
| 242 | Employee Onboarding: | | |
| 243 | Automated onboarding processes to facilitate the setup of new employees. | | |
| 244 | Time Tracking and Attendance: | | |
| 245 | Integration with time tracking systems to record employee work hours, overtime, and time-off requests. | | |
| 246 | Support for different time entry methods including manual entry, timesheets, and clock-in/out. | | |
| | MODES OF PAYMENT | | |
| 247 | Payment for the software to be paid in installments per connection per month | | |

## SECTION V – SCHEDULE OF REQUIREMENTS

## 1. SCHEDULE OF REQUIREMENTS

*[The Procuring Entity shall fill in this Form to indicate the List of software Services required by the Procuring Entity[Columns1-4 and the Tenderer shall complete columns 5- 7 as his/her Tender].*

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|
| **No of item to be insured** | **Description of item to be insured** | **Value of item to be insured** | **Major contingencies requiring software** | **Softwa re period** | **Software Premium per specified period (Tender Price)** | **Price discount any)** |
| No1 | | | | | | |
| No2 | | | | | | |
| No3 | | | | | | |

Name of Tenderer *[insert*

*complete name of Tenderer]*

Signature of Tenderer

*[signature of person signing*

*the Tender]* Date *[insert*

*date]*

# PARTIII– CONDITIONS OF CONTRACT AND CONTRACT FORMS

# SECTIONVI- GENERAL CONDITIONS OF CONTRACT

## A.    SECTIONVII-SPECIAL CONDITIONS OF CONTRACT

| Number of GCClause | Amendments of , and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| 1.1 | **The Parties to the Contract are:**<br>The Procuring Entity is:<br>**Nolturesh Water and Sanitation Company limited. P.O.Box 379-90132, Sultan Hamud.** |
| 1.4 | **NOLTURESH  WATER AND SANITATION COMPANY LIMITED**<br>**P.OBOX 379- 90132 SULTAN HAMUD**<br>**E-mail:nolturesh@gmail.com** |
| 2.1 | The date on which this Contract shall come into effect is *12/4/2024* |
| 2.2 | The Commencement date and duration of the software shall be*:*<br>*immediately the contract is signed*<br>Completion or Expiry Date*: to be determined after contract signing* |
| 6.2–6.3 | Contract Price is:<br>**The price shall be made in installments after on contract signing** signature,<br>_____ |

**APPENDIXTOTHECONTRACT**

The Appendix to the contract shall be a **software Policy** that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but would be negotiated before signature to ensure all parties concerns are considered. No provision or Clause in the software Policy shall negate any Condition of Contract.