



KENYA VETERINARY BOARD
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TENDER DOCUMENT
FOR

**UPGRADE, SUPPORT AND MAINTENANCE OF MICROSOFT
DYNAMICS NAV ENTERPRISE RESOURCE PLANNING (ERP) TO
LATEST NAVISION IN KENYA VETERINARY BOARD.**

TENDER NO: KVB/T/3/2017-2018

OPENING DATE: 12TH JUNE, 2018 AT 12: 00 PM

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1.0 SECTION I INVITATION TO TENDER

The Board invites bids from eligible candidates who wish to tender for provision of services for the upgrade, support and maintenance of Enterprise Resource Planning (ERP) to the latest Microsoft Nav in Kenya veterinary board.

No	Tender No	Item Description	Closing Date & Time
1	KVB/T/3/2017-2018	Provision of services for the upgrade, support and maintenance of Enterprise Resource Planning to the latest Microsoft Nav	12 th June, 2018 at 12.00 pm.

- 1.1 Interested eligible candidates may obtain further information from procurement@kenyavetboard.or.ke.
- 1.2 A complete set of tender documents may be obtained free of charge by any interested supplier from the IFMIS supplier portal <http://supplier.treasury.go.ke> or Kenya Veterinary Board website www.kenyavetboard.or.ke.
- 1.3 Bidders who choose to download the tender documents should immediately email their name and contact details (cell phone number, email, and company name) to: procurement@kenyavetboard.or.ke for records and communication of any tender clarifications and addenda.
- 1.4 Completed tender documents are to be enclosed in PLAIN SEPARATELY SEALED TECHNICAL and FINANCIAL ENVELOPES marked with tender reference number and addressed to KENYA VETERINARY BOARD, P.O BOX 513-00605, UTHIRU, NAIROBI. The sealed envelopes should be deposited in the tender box situated at the KVB offices' reception so as to be received on or before 12/6/2018 at 12.00 PM. Tenders will be opened thereafter on the closing date in the presence of the tenderer's representatives who choose to attend the tender opening in the Board room at 12.00PM, 12th June, 2018 at Kenya Veterinary Board. The tenderers representatives who are present will sign attendance register.
- 1.5 Prices quoted should be inclusive of all taxes and delivery cost, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender
- 1.6 Tenderers shall furnish, as part of their application a Tender Securing Declaration form as per the provided format.
- 1.7 The criteria stated in the appendix to instruction to tenderers will be used to evaluate the tenderers responsiveness thereby obtaining the lowest evaluated bidder;

**CHIEF EXECUTIVE OFFICER
KENYA VETERINARY BOARD**

2.0 SECTION II INSTRUCTIONS TO TENDERER

2.1 Eligible tenderers

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

2.2. Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The tender documents shall be downloaded free of charge.
- 2.2.3 The procuring entity shall not sell the documents.

2.3 Contents of tender documents.

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with the instructions to tenders.
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing by post or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response including an explanation of the query but without identifying the source of inquiry will be sent to all prospective tenderers who have received the tender documents.

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of documents

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

2.5.2. The procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify tender documents by issuing an Addendum.

2.5.3. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post or email and such amendment will be binding on them.

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- a) A Tender Form and a Price Schedule completed in accordance with clause 2.8, 2.9 and 2.10 below.
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security 's forfeiture, Securing

2.12.4 The tender security shall be in form of:

- Insurance firm guarantee.
- A bank guarantees.

- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.2 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer 's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.7 The successful tenderer 's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the tender form; or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.26 or
 - (ii) to furnish performance security in accordance with paragraph 2.27.
 - iii) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare an original and a copy of technical and original and a copy of financial tender, clearly / marking each—**ORIGINAL TENDER** and —**COPY OF TENDER**, as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **—ORIGINAL** and **—COPY**. The envelopes shall then be sealed in an outer envelope.

2.15.1 The inner and outer envelopes shall:

(a) The outer shall be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear tender reference number and name in the invitation to tender.

2.15.2 The inner envelopes shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared late.

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified in the tender document not later than (day, date and time of closing in the invitation letter)

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer in the Tender Form.

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

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and give its reasons for termination within 14 days to the tenderers and within the same days report to the authority.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, at 12.00 PM, 12th June, 2018 and in the location specified in the invitation to tender. The tenderers 'representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and if will have made the request.

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any

tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to the appendix to instructions to tenderers, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these tender document, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender 's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

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

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods Will be applied:

a) Operational Plan.

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

b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer

2.22.5 Tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

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

2.23 Contacting the procuring entity

2.23.1 No tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the

tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer 's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer 's capabilities to perform satisfactorily

b) Award Criteria

2.24.4 The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity 's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon notifying the successful tenderer's the Procuring entity will promptly notify each unsuccessful Tenderer.

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 After fourteen (14) days of receipt, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

S/NO	APPENDIX TO INSTRUCTIONS TO TENDERERS
1	This Invitation to Tender is open to all eligible.
2	Prices shall be quoted in Kenya Shillings Only.
3	<p>Submission of tenders:</p> <p>a) The Tenderer shall seal the original technical and technical copy of the tender in separate inner envelopes, duly marking the envelopes as —ORIGINAL TECHNICAL and —COPY TECHNICAL. The envelopes shall then be sealed in a larger outer envelope/box marked TECHNICAL TENDER DOCUMENTS.</p> <p>b) All details in the Financial tender document should THEREFORE be sealed in completely separate inner envelopes from the technical tender document and duly marked —ORIGINAL FINANCIAL and COPY FINANCIAL. The envelopes shall then be sealed in a larger outer envelope/box marked FINANCIAL TENDER DOCUMENTS.</p> <p>c) All outer envelopes/ boxes shall also have the following: - The tender reference name and number; Addressed to the Procuring entity at the address given in the Invitation to Tender;</p> <p>d) ONLY the Inner Envelopes shall indicate the name and address of the tenderer so as to: -</p> <ul style="list-style-type: none"> • Enable all the inner envelopes of the tender to be returned unopened in case it is declared —late • Enable the Financial envelopes of the tender to be returned unopened in case it does not qualify the technical evaluation <p>Technical document shall NOT include any indication of prices. It shall NOT include the Tender Securing Declaration, tender form nor the price schedule.</p> <p>NB//All the tender documents shall be serialized/paginated</p>
3	Tender security required is Ksh. 160,000.00 in form of a bank guarantee or insurance firm guarantee valid for 120 days from the date of closing date of the tender
4	Deadline for Submission of Tenders /Closing date shall be Tuesday, 12 th June, 2018 at 12.00 Pm.
5	Performance security of 5% of the contract price will be required from the winning bidder after the award of the tender
6	The successful tenderer may at the discretion of KVB and in writing, be INVITED FOR DEMONSTRATION and also requested to provide evidence of any statutory documentation during due diligence. The reference Check shall be carried out to the successful bidder.
7	Detailed Evaluation Criteria shall involve the preliminary evaluation; technical evaluation, separate financial evaluation as well as diligence only as shown in the following tables. No other evaluation criteria shall apply separate from these: -

EVALUATION OF TENDERS

Evaluation of tenders shall be carried out in accordance with the criteria set out in this tender document. The evaluation shall be as follows:

- a) Preliminary Evaluation
- b) Technical and
- c) Financial Evaluation

a) Preliminary Evaluation

Evaluation and Comparison of Tenders- Documentary Evidence in form of copies.		
No	1. Mandatory Requirements	Yes/No
1	Copy of Business Registration/Incorporation certificate accompanied with CR 12	
2	Valid single business permit from the relevant County Government	
3	Copy of KRA PIN Certificate/ Tax Payer Registration Certificate	
4	Copy of Valid Tax Compliance Certificate/exemption certificate	
5	Copies of audited accounts for the last two years (2015 & 2016) or (2016 & 2017)	
6	Bidders should have up to date Microsoft's Manufacturer's Authorization for the Microsoft Dynamics NAV software.	
7	Must have implemented Microsoft NAV 2015 and above assignment successfully completed at least two sites. The assignments must be supported by completion certificates or recommendation letters from client	
8	Tender document must be sequentially serialized	
9	Original Bid bond (from bank or insurance company) of ksh. 160,000 valid for a period of 120 days from date tender opening.	
10	Business questionnaire duly completed, signed and stamped	
11	Declaration of litigation history on any procurement matters	
12	Tenderer must provide original and copy of tender document as indicated i.e. Technical Proposal original and copy & Financial Proposal original and copy	
13	Copy of Valid CRB obtained within the tender period	
14	Provide list of clients served during the implementation of Microsoft Dynamics NAV software.	

Responsive √
Non-responsive (X)

At this stage, the tenderer's submission will either be responsive or non-responsive. Failure to provide ANY of the above mandatory requirements will lead to disqualification

b) Technical Evaluation

Technical Evaluation Criteria				
S/N	Requirements	Evidence	Max. score	Score Awarded
1	General experience	Previous experience in detailing similar project undertaken successfully in implementation of Microsoft Dynamics NAV 2015 and above evidenced by letters of reference from clients and completion certificates for respective projects. (each client 1 mark)	5	
2	Specific experience	Experience in upgrading Microsoft Dynamics NAV in a similar environment evidenced by letters of reference from clients and completion certificates. 2017 upgrades (2 Points per client maximum 2 clients) 2018 upgrades (2 Points per client maximum 2 clients)	8	
	Methodology	Provide implementation methodology accompanied by detailed work plan for a period of tasks involved	5	
	Human Resource capacity (Project Manager)	Provide CV of the project manager together with the certificates; <ul style="list-style-type: none"> • Microsoft Certification in Dynamic NAV: attach Certificate as a proof = 5 Points • Microsoft Certification Professional. Attach Certificate as a proof = 2 Points • Database Certification=1 point • Degree in IT field = 3 Points • Experience in Microsoft Nav implementation for at least 5 years (Each year 1 point) max 5 points 	16	

Human Resource capacity (Technical Staff)	Provide CV of Technical Staffs together with the certificates for at least (3) three staffs; <ul style="list-style-type: none"> Degree in IT field = 3 Points each max 9 points Diploma in IT = 1Point Microsoft Certification in Dynamic Nav: Certificate as a proof = 3 Points Any other 2016, 2017 or 2018 Microsoft Dynamics NAV training Certificate – 1 point each. Max. 3 points Experience in Microsoft Nav implementation for at least 3 years (Each year 1 point) max 9 points 	30	
Financial Capacity	Provide an average annual turnover of KShs 5 Million and above for the last two years evidenced from audited accounts) Maximum 4 points	4	
Integration with bank/ Mobile payment platform	Provide evidence of successful Microsoft Dynamics NAV 2017/2018 API integration with Banks/ Mobile platforms evidenced by letters from serviced client or completion certificate: Bank integration with Microsoft Dynamic NAV (2017 = 2 point,2018 = 2 Points) max=4 points. Mobile payment platform integration with Microsoft Dynamic NAV (2017 = 2 point,2018 = 2 Points) max=4 points.	8	
Integration with Web-portal	Provide evidence of successful Microsoft NAV 2017/ 2018 integration with at least one web portal evidenced by completion certificate (2017 =2 Point, 2018 = 2 Points) max=4 points.	4	
Adequacy of technical requirement response	Bidders to demonstrate how their bids respond to system requirement under the terms of reference	20	
Total Score		100	

(c) SEPARATE FINANCIAL EVALUATION

Kindly note that only for those who pass both Mandatory and Technical evaluation will be invited to open their financial documents. The pass mark shall be 75%. In case of Unsuccessful technical proposals, their financial proposal will be returned unopened. Tenderers are therefore required to submit a separate financial proposal as shown in the appendix of instructions to tenderers, ONLY with the following requirements): -

NO	CRITERI B	MARKS
1	Tender Securing Declaration form as per provided standard format	100% compliance
2	Lowest Evaluated price after considering arithmetic errors in the price schedule of requirements.	
3	Duly filled, stamped and signed Tender Form in the format provided	

NOTE: The Board shall conduct due diligence before award

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) The contract means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) The Contract Price means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) The services mean services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) The Procuring entity means the organization sourcing for the services under this Contract.
- e) The contractor means the individual or firm providing the services under this Contract.
- f) GCC means general conditions of contract contained in this section
- g) SCC means the special conditions of contract
- h) CD means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not super ceded by provisions of other part of contract.

3.3 Standards

Contract shall conform to the standards mentioned in the Schedule of requirements

3.4 Standard services

The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

3.5 Patent Right's

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

3.6 Performance Security

3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in tender document.

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) A bank guarantee.
- b) Insurance guarantee approved by the Authority.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion

3.7 Inspections and Tests

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

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer

or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.11 Termination for Default

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

a) If the tenderer fails to provide any or all of the services within the

period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for in executing the Contract. In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may select to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity 's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

S/NO	SPECIAL CONDITIONS OF CONTRACT
1	Performance security shall be 5% of the amount stated in the schedule of requirements total or the form of contract
2	Payment schedule shall be made in phases
3	Prices charged by the tenderer for services performed under the Contract shall not vary from the prices by the tenderer in its tender, unless at the discretion of the procuring entity through its tender Committee.
4	Contract remains valid only up to One (1) Year after contract signing date and any considerations to extend lies with the procuring entity 's immediate needs and after expiry of this period.

SECTION V SCHEDULE OF REQUIREMENTS

5.1 General Requirements

a) Objective

The objective is to upgrade Microsoft Dynamics NAV 2015 to the latest version as a basis of supporting the Board's operations and processes. The upgraded ERP is intended to improve the ability to serve customers/ professionals, improve accessibility to information, manage rapidly growing data and information and enhance efficiency and effectiveness by leveling technology. It is also anticipated that the upgraded ERP shall allow for integration to other applications such as the web portal and cloud services. The successful bidder is required to perform as stipulated and thereafter negotiate and enter into service and annual maintenance contract and guarantee support for a period not less than two years. The support and maintenance contract award is not automatic but will depend on the performance of the Service Provider after completion of the upgrading and the availability of the funds.

b) Background

The Board implemented Microsoft Dynamics NAV 2015 which was deployed on networked environment using Windows Server 2012 and Microsoft SQL 2014. The ERP developed was modular based and scalable to allow growth with the Board future needs. The modules implemented were: Finance, Membership, Fixed assets, procurement, inventory, Human Resource, Payroll Module, and Continuous Professional Development. The Microsoft Dynamics NAV 2015 has been in use and most of the Board operations has greatly improved board operations.

Due to extensive use, there are areas which have been noted that requires modifications, enhancements, improvements and development of new modules for seamless operations. It is also important for the proposed ERP upgrade to support growth and integration to other technological platforms like web portal, cloud services and mobile applications among others features.

c) Scope of the Work

The Service Provider is required to perform the following tasks:

- (i) Upgrade the existing Microsoft Dynamics NAV 2015 to the latest Microsoft Dynamics NAV. This includes installation, implementation and customization, User Acceptance testing
- (ii) Carry out fit-gap analysis for the existing and proposed system
- (iii) Acquire additional concurrent user licenses
- (iv) Migration of Data from existing systems
- (v) Training for users and system administrators
- (vi) Provide System documentation and user documents
- (vii) Integration to necessary platforms e.g banks, mobile payments, card printers, web-portal, MS outlook
- (viii) Develop and integrate Web portal to latest Microsoft NAV.
- (ix) Project management

d) Current User licenses and Business Ready Enhancement Plan (BREP)

The Board currently has seven (7) concurrent user licenses and desires to purchase 13 licenses. The Board has never paid BREP to Microsoft since the solution was installed in 2015.

NOTE: The winning bidder shall advice the Board on the most cost-effective means either to procure new licenses or pay outstanding BREP for the existing license.

e) Implementation

The Board shall use a phased implementation that will be discussed with the winning bidder. Payment shall also be done upon successful completion of each phase until the project is commissioned and issuance of certificate of completion.

f) System Requirements

The listed below shows the requirements for upgrade, enhancement and modification of current Microsoft Dynamics Nav, 2015.

The bidder should indicate responsiveness to tender requirement as follows;

Guide	Explanation
FS	Functionality Fully Supported (Implying that functionality is supported by the Dynamics NAV or can be satisfactorily customized)
NS	Functionality Not Supported at all (Implying that functionality is not supported by the Dynamics Nav or cannot be customized)

5.3 System Requirements

General System Requirements			
1 Basic requirements			
	Requirement	Bidder response (FS or NS)	Comment
1.1	Configuration of MS-outlook for communication to vendors, members, staff through email notifications		
1.2	Configure workflow with approvals for all users and supervisors		
1.3	Set up for automatic back up in KVB designated Server (Local or cloud)		
1.4	Set up high security measures for ERP		
1.5	Migrate data from the existing system ensuring no data loss		
1.6	The system should operate WAN/LAN environment		
1.7	The system should be able to work on cloud environment		
2 Registration			
<p>Background: This module is used to register and manage veterinary surgeons and veterinary paraprofessionals whose total number is currently 10,000 members (and growing). Registration is core mandate of the Board to enable it carry out its function as stipulated in the Act</p> <p>It requires improvement of the existing functionalities as well as introducing new functionalities and controls.</p>			
No.	Requirement	Bidder response (FS or NS)	Comment
2.1	Upgrade the existing module functionalities and migrate data		

2.2	Allow for the creation of College of Consultants with specialization for Veterinary Surgeons in different categories and manage billings		
2.3	Allow assignment of specialist to college of consultants		
2.4	Modify processes to allow migration of data from internship module		
2.5	Modify existing applications process to include approval before payment and tracking application		
2.6	Modify application process to include provision for application for foreign veterinary surgeons in USD currency, billing, practice period and provision for licence renewal		
2.7	Modify inactive member list to include the date deactivated, reason for deactivation and amount owing		
2.8	Integrate the card printer with the ERP to allow printing of plastic ID cards with security (The Board shall acquire the plastic card printer)		
2.9	Enhance the system to generate data for printing plastic ID Cards, track issued cards, manage replacement of cards upon payment and production of proof of loss, link card generation with receipting and CPD points		
2.10	Printing and issuance of certificates (registration and internship) and keep track of issued certificates and replaced certificates upon payment		
2.11	Modify the existing member card to include counties, practice name and link a veterinary surgeon supervisor to a veterinary paraprofessional		
2.12	Manage upgrade of professionals from one registration category to another keeping history		
2.13	Manage processes of printing, issuance, tracking and postage of licences, KVB ID cards, certificates and receipts		
2.14	Enhance the existing functionalities with controls to allow automatic update of retention, practice, inspection and registration upon successful billing and payment		
2.15	Allow update of member details both manually in the office and on-line with a responsible officer		
2.16	Modify the existing billing process to accommodate flexible billing of premises, practices, NGOs, institutions, group billing of retention, consultants, board examinations and other applications		
2.17	Modify member card to include counties and work stations		

2.18	Integrate registration with inspection module to view practice and inspection under member statistics.		
2.19	Develop a workflow process with approvals and authorizations for users and supervisors		
2.20	Develop/Create role centres for users and supervisors		
2.21	Integrate registration functionalities to the web portal.		
2.22	Allow suspension of licence, deactivation/ reactivation with reason, waivers of payment and control by HOD.		
2.23	Generation of registers reports as per the Act: Form 5, Form 6, Form 7, Form 8, Form 9, Form 10 and Form 11		
2.24	Card Printer Integration: The Board shall procure (from card vendor) the card printer for integration with the ERP to assist with issuance of plastic cards. The ERP bidder will be required to integrate necessary fields for card printing and create control for tracking generation of cards after payment, card printing pools and tracking issuance of cards and replacement issuance of cards, and		
2.25	Configure MS Outlook to allow notification to members on payment, issuance of certificates and update of their status		
3 Student Training and indexing			
This is a sub-module under registration module that is used record details of students undertaking veterinary medicine animal health courses. The student data stored in this submodule is useful to register graduates in the internship and registration module and therefore integration is required.			
No.	Requirement	Bidder response (FS or NS)	Comment
3.1	Upgrade the existing sub-module ensuring current data and functionality (ies) is not lost		
3.2	Integrate register of approved animal health training institutions (Form 12) with indexing register		
3.3	Manage student application for indexing (Form 39a)		
3.4	Manage upload of list of admitted students from the institution (Form 39b)		
3.5	Manage verification of student application form against the student list from the institutions		
3.6	Manage generation of indexed student register		

3.7	Expected reports (list of applicants for indexing, list of students admitted per institution (Form 39b), indexed student register (Form 17), indexed students per institution, rejected students list, removed students list etc.)		
3.8	Configure MS outlook to allow notifications		
3.9	Develop a workflow process with approvals and authorizations for users and supervisors		
3.10	Develop/Create role centres for users and supervisors		
3.11	Integrate student and training indexing functionalities to the web portal.		
3.12	Report generation: institution list, student list, student bio-data, student intake (per course, per institution)		
4 Finance Module			
Background: This module currently manages the finances for the Board. It is currently designed to manage all payment processes, receipting, imprest, surrenders, claims, subsistence allowances, funds transfer, Bank and mobile statement imports, Board Members, payroll and vendors.			
No.	Requirement	Bidder response (FS or NS)	Comment
4.1	Upgrade the existing module ensuring current data and functionality (ies) is not lost		
4.2	Enhance controls in the receipting process		
4.3	Reconfigure receipting to allow receipting for USD currency		
4.4	Reconfigure system to produce Memos for CEO approval before processing of payments		
4.5	Banks and Branches to assist in electronic payments		
4.6	Improve the imprest request and surrender processing		
4.7	Manage EFT/RTGS payments and generate bank lists		
4.8	Integrate and automate transactions import from mobile and bank platforms using API (Application Programming Interface)		
4.9	Cash book management and Bank reconciliation (Auto and Manual)		
4.10	Develop financial reporting tool as required by the auditors and National treasury using the International Public Sector Accounting Standards (IPSAS) requirements		
4.11	Develop a workflow process with approvals and authorizations for users and supervisors		

4.12	Develop/Create role centres for users and supervisors		
4.13	Upgrade Fixed Assets module ensuring no data is lost		
4.14	Allow prepayments and develop a way of utilizing available funds e.g. practitioners prepayments		
4.15	Creation of Board members and committee members		
4.16	Creation of different committee/meeting categories		
4.17	Assign members committee/meeting categories		
4.18	Develop structure for recording meetings, invitations, attendance, apologies and absentees		
4.19	Configure with MS outlook to allow sending of meeting notifications and reminders		
4.20	Manage payment of sitting allowances, accommodation and transport for meeting attended.		
4.21	Manage creation of transaction types and deduction types and computation of PAYE and other taxes		
4.22	Develop a mileage matrix to allow processing of transport fees in terms of distance using prescribed AA rates		
4.23	Manage invitations to board and committee members using MS outlook		
4.24	Produce Board members payment and tax reports		
5 Human Resource and Payroll			
Background: Currently this module has employee management, leave management, training management, payroll management.			
No.	Requirement	Bidder response (FS or NS)	
5.1	Upgrade the existing module ensuring current data and functionality (ies) is not lost		
5.2	HR records management i.e. Manage capture and recording of staff particulars		
5.3	Payroll Management: Manage processing of Payroll that meets KRA standards		
5.4	Manage deduction and contributions e.g. PAYE, SACCOS, Pension scheme, NHIF, NSSF, HOSP, other statutory obligations and generate reports		
5.5	Leave Management: Manage leave application process, leave days allocation and utilizations, leave days computation and leave allowance payment		
5.6	Training Management		
5.7	Performance Management: appraisal system integrated to the annual work plan		

5.8	Work plan development and task assignment to the staff by supervisors, periodic target setting & evaluation and linked to performance appraisal system		
5.9	Reports: Generate necessary reports as require by KRA and users		
6 Supply Chain and inventory			
Background: The module is used to manage procurement processes at the Board			
No.	Requirement	Bidder response (FS or NS)	Comment
6.1	Upgrade the existing module ensuring current data and functionality (ies) is not lost		
6.2	Procurement process management		
6.3	Procurement planning		
6.4	Prequalification and shortlisting of suppliers and categorize registered suppliers		
6.5	Purchase requisition and specifications development		
6.6	Invite tenders/quotations/ proposals and analysis using registered suppliers		
6.7	Manage purchase quotations/order for services, works and goods		
6.8	Manage bid/ quotation analysis		
6.9	Monitor procurement to overall budget		
6.10	Manage creation of procurement memos		
6.11	Configure MS outlook to allow notifications		
6.12	Create Local Purchase Orders (LPO)/ Local Service Orders (LSO)		
6.13	Provision to check budget allocated and approve/ disapprove request		
6.14	Purchase return order management		
6.15	Generate Local Purchase order/ service order assigning auto-generating numbers		
6.16	Create payment invoice		
6.17	Manage disposal of items		
6.18	Allow approval of purchasing through the system		
6.19	Supports management of inventory with ease		
6.20	Requisition management /Manage issuing and replenishment of office inventory /consumables		
6.21	Manage re-order levels of office consumables		
6.22	Manage allocation of inventory to users/ department		
6.23	Manage Stock keeping/tracking/valuation		
6.24	Generate inventory reports (item list, Inventory Status, inventory value		
7 Continuous Professional Development			

Background: This module is used to record continuous development activities for members and register accredited providers. Members who attend CPD's are awarded points per session/ per activity. The system also manages CPD points waiver.

No.	Requirement	Bidder response (FS or NS)	Comment
7.1	Upgrade the existing CPD modules current data and functionality (ies) is not lost		
7.2	Manage application form (Form 28) for CPD providers, acknowledges receipt of the application (Appendix I), issuance of receipt by finance department, confirms accreditation and issues an accreditation number and certificate (Form 29), Update list of CPD providers into Form 18.		
7.3	Manage CPD activity registration by filling form 30 and attach program,		
7.4	Automate acknowledgement of receipt of all CPD documents (Appendix II)		
7.5	Allow award of credit worth (points) of the registered CPD activity (Appendix III)		
7.6	Create a CPD calendar linked to the website		
7.7	Allow assignment of CPD supervisors to CPD activities		
7.8	Manage creation of session activities and award of CPD points		
7.9	Manage update of CPD points to the members in the ERP		
7.10	Manage billing and receipting of providers for CPD activity		
7.11	Manage sending of receipt of payment to the provider upon payment		
7.12	Allow entry of group CPD activities		
7.13	Allow capturing of CPD attendance sessions.		
7.14	Manage CPD Waivers		
7.15	Group entry of unregistered CPDs		
7.16	Expected Reports (List of CPD providers applications, Accredited CPD providers, List of application for registration of CPD activities, CPD Calendar, list of rejected applications for registration of CPD activities, list of attendance per registered activity, list of unregistered CPD activities and Waivers, list of on-line CPD activities, lists of invoices and payments regarding CPD activities)		
7.17	Develop a workflow process with approvals and authorizations for users and supervisors		

7.18	Develop/Create role centres for users and supervisors		
7.19	Integrate CPD functionalities to the web portal.		
8 Internship module			
This is a new module that required development. It is used to record graduates who are applying for animal health interns. The intern's works under supervision of registered Veterinary Surgeons who are of good standing and with up-to-date status. This module shall integrate with indexing and registration module			
No.	Requirement	Bidder response (FS or NS)	Comment
7.20	Manage upload of graduates' lists from the institutions		
7.21	Manage verification of graduates' lists against the indexed students register		
7.22	Integrate index register with internship management and registration management		
7.23	Manage intern application {Form 40 with relevant attachments (certificates and oath)}		
7.24	Manage processing of temporary registration fees while updating Form 11		
7.25	Manage issuance and tracking of certificate of temporary registration (Form 41) from the ERP		
7.26	Manage creation of internship centers and counties		
7.27	Manage assignment of temporary registered interns to up-to-date veterinary surgeons existing in the membership register/registration module		
7.28	Manage deployment of temporary registered interns to internship centers and counties.		
7.29	Manage intern evaluation/examination.		
7.30	Manage assignment of interns to internship centers and counties		
7.31	Manage registration of successful interns and unsuccessful applicants (therefore, the internship module should integrate with the registration module)		
7.32	Required reports (List of graduates per institution per academic year, List of applicants for internship, Intern register (Form 11),List of successful/unsuccessful intern applicants, List of accredited internship centres and counties, List of internship supervisors (the up-to-date veterinary surgeons assigned to mentor the interns))		
7.33	Develop a workflow process with approvals and authorizations for users and supervisors		
7.34	Develop/Create role centres for users and supervisors		

7.35	Integrate internship functionalities to the web portal		
9 Inspection and Licensing module			
This is a new module that required development to manage registration and licensing of practices.			
No.	Requirement	Bidder response (FS or NS)	Comment
1	Manage application, creation, registration and licensing of veterinary hospitals, veterinary clinical centers, veterinary ambulatory facilities, veterinary animal health training institutions, veterinary laboratories, NGOs and welfare providers and other premises in the ERP		
2	Manage integration of the registered practitioners to the practice facilities above		
	Manage applications and billing for licenses and inspection and other charges		
3	Manage issuance of practice and premise licenses to professionals working under a practice in the ERP		
4	Manage movement of registered practitioners from one premise to another		
	Manage change of paraprofessional supervisors		
5			
	Manage notification of paraprofessional supervisors through email upon application		
6	Allow inspectors to develop inspection work plan and view register details during inspection while out in the field		
7	Allow inspectors to record inspected practices and generate report		
8	Manage group billing (inspection, practice and retention fees) of practitioners working under veterinary hospitals, veterinary clinical centers, veterinary ambulatory facilities, veterinary animal health training institutions, veterinary laboratories, NGOs and welfare providers and other premises		
9	Manage recording of court cases/disciplinary cases		
10	Expected reports: List veterinary hospitals, veterinary clinical centers, veterinary ambulatory facilities, veterinary animal health training institutions, veterinary laboratories, NGOs and welfare providers and other premises, list of practitioners working in a facility, county etc.		
11	Integration to registration module to link practices with registered members		
12	Develop a workflow process with approvals and authorizations for users and supervisors		

13	Develop/Create role centers for users and supervisors		
14	Integrate inspection functionalities to the web portal.		
10 Web Portal			
The Board desire to develop a Web Portal platform that shall allow members to login and access their accounts. This shall allow self-service activities like uploading of CPD points online, update personal contact details, view retention, billing, view payment details, pay for board fees online, upload of unregistered CPD applications online, practice, inspection status and among other services. The web portal requires to be integrated with ERP to allow mentioned functionalities to work			
No.	Requirement	Bidder response (FS or NS)	Comment
1	Develop a functional KVB web portal.		
2	Have a log in access with user name, password credentials and password recovery.		
3	Be able to create user accounts.		
4	Be able to lock user account if required.		
5	Should be secure and interactive.		
6	Should allow member to		
	<ul style="list-style-type: none"> a) generate billings for retention, inspection and practice license b) make payment through the mobile platform c) receive an automatic response of billings and receipting through email d) upload unregistered CPDs e) Update the profile details e.g change of address, email, telephone numbers,, counties etc f) Upload documents if required g) Access statements for billings and payments h) Access CPD report. i) Integrate the following functionalities to the portal: Professionals to view the last time they paid retention, view their billing details, view their receipt details, view CPD details, update their details e.g. contact, email, photos, county etc. j) Manage online update of CPD and send an automated email to participants for awarded points k) Upload of all application forms 		
	Internship applications and upload of documents		
	l) Inspection reporting while in field and related reports		

SECTION VI DESCRIPTION OF SERVICES

a) Phased Implementation

The Board shall use a phased implementation that will be discussed with the winning bidder. Payment shall also be done upon successful completion of each phase and until the project is commissioned. **The board desires to use a phased implementation process as shown below;**

No	Phase	Implementation details
1	Phase 1	To be agreed upon
2	Phase 2	To be agreed upon
3	Phase 3	To be agreed upon
4	Phase 4	To be agreed upon
5	Phase 5	To be agreed upon

SECTION VII STANDARD FORMS

FORM OF TENDER

Date _____

Tender No. _____

**To: Kenya Veterinary Board,
P.O BOX 513-006005, Nairobi**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... [insert numbers) of which is hereby duly acknowledged, we the undersigned, offer toin conformity with the said tender documents for the sum of.....

..... [total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of[number] days from the date fixed for tender opening of the Instructions to tenders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ **day of** _____ **2018**

(Signature) _____ **[In the capacity of - Duly authorized to sign tender for and on behalf of)**

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) (Whichever applied to your type of business) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form

Mandatory

Part 1 – General: Business Name.....

..... Location of business premises.

..... Plot No.....

Street/Road

Postal Address Tel No. Company Mobile

..... E mail address.....

Contact PersonMobile.....

Nature of Business

Complete part 2(a), 2(b) or 2(c)

Part 2 (a) – Sole Proprietor

Your name in full

AgeNationality.....

Country of origin

Citizenship details

.....

Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship Details	Shares
1.			
2.....			
3.			

Part 2 (c) – Registered Company Private or Public			
.....			
State the nominal and issued capital of company: Nominal Kshs.....			
			:Issued Kshs.....
Given details of all directors as follows;			
Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5			

Mandatory

Part 3 (a) – Pursuant to section 59(1)(a) ,(2) and (3) of the Public Procurement Assets and Disposal Act and related Regulations . This must be signed by all Directors Partner (s) /Sole Proprietor of the Company (or any other applicable legislation in the Country of registration)

I /we the Director(s) of Company/Firm

..... hereby declare that I /we are not a board member, employee or even a relative to any employee of Kenya Veterinary Board

Given details of partners /Directors /Sole proprietor as follows:		
Name	Nationality Signature	Citizenship Details
1.....		
2.....		
3.....		
4.....		
5.....		

Mandatory

Part 3(b) Public Procurement & Assets Disposal Act 2015 and related regulations or any other applicable legislation in the Country of registration).

Pursuant to section 41 of the Public Procurement and Assets Disposal Act 2015, I/ we the Directors/Partners/Sole Proprietor of this Company/Firmconfirm that we have not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

Name	Nationality	Citizenship Details	Signature
1.....			
2.....			
3.....			
4.....			
5.....			

NB: *If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.*

SignDate Stamp.....

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain provision of services, materials. Viz.....[brief description of services ,materials .] and has accepted a tender by the tenderer for the provision of services, supply of those materials in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Terms of references;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Entity’s Notification of Award.
 - g) Form of tender
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the services, materials and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services, materials and spares and the remedying of defects

therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

LITIGATION HISTORY

Information on litigation history in which the Bidder was involved.

OTHER PARTY (IES)	CAUSE OF DISPUTE	AMOUNT INVOLVED (KSHS)

I certify that the above information is correct.

.....
Date

.....
Signature of Bidder

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

I/We.....
of Street, Building, P O Box.....
.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized
Signature.....

Name and Title of Signatory.....

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[Name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

[Name and address of tenderer] [hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

.....

[amount of guarantee in figures and words].

We, the

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

TENDER-SECURING DECLARATION FORM

Date _____

To
The Chief Executive Officer
Kenya Veterinary Board.
P.O. Box 513-00605
NAIROBI

We (name and address) _____

_____ Declare the following:

That we;

- a) Have not been debarred from participating in public procurement.
- b) Have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name of Bidder

Signature

Date

(To be signed by authorized representative and officially stamped)
Corporate Seal (where appropriate)

PRICE SCHEDULE

NAME OF TENDERER:
 TITLE OF TENDER: UPGRADE OF KVB ENTERPRISE RESOURCE
 PLANNING (ERP) SYSTEM TO LATEST NAVISION WITH DATA MIGRATION.
 TENDER NUMBER: KVB/T/3/2017-2018

A. Upgrade costing

NO.	ITEM DESCRIPTION	Quantity	UNIT PRICE	TOTAL AMOUNT
1	Professional Fees for upgrade and data migration of the existing modules and functionalities			
	(a) Registration Module	1		
	(b) Student training and Indexing	1		
	(c) Finance	1		
	(d) Human Resource and Payroll	1		
	(e) Supply chain and Inventory	1		
	(f) Continuous Professional Development (CPD)	1		
	(g) Others (Fit-gap Analysis)	1		
	(h) Others (Specify)	1		
	(i) Others (Specify).....	1		
2	Professional Fees for Development of the new modules and functionalities			
	(a) Internship Module	1		
	(b) Inspection and licensing	1		
3	Integration to Bank and Mobile payment platform	1		
4	Web Portal development	1		
5	Development/Customization objects	1		
6	Additional User Licenses	13		
7	Other Charges – if any Specify.....			
8	Other Charges – if any Specify.....			
TOTAL COST TO BE TRANSFERRED TO THE FORM OF TENDER AND MUST INCLUDE ALL APPLICABLE TAXES				

B. Annual Maintenance and Support

Kindly note that this additional information is not part of the financial evaluation but for the Board's information purpose only. Kindly quote it separately as indicated below;

No	Item Description	Amount
1	Support and Annual Maintenance	
2	Business Ready Enhancement Plan (BREP)	

1. All prices quoted shall be inclusive of all applicable taxes

Authorized Official:

Name _____ Signature _____

Date and official stamp

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____[reference number of the contract] dated _____20____to

supply.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figures],

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

This guarantee is valid until the _____day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

LIST OF CLIENTS

NAME OF CLIENT	CONTACT PERSON	CONTACTS	<i>YEAR COMPLETED/ REMARKS</i>

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

.....
.....

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

(FULL PARTICULARS)

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

SIGNED FOR CHIEF EXECUTIVE OFFICER

.....

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

Request for review of the decision of the..... (Name of the Procuring Entity) of

.....dated the...day of20.....in the matter of Tender No.....of.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary