TENDER DOCUMENT

FOR THE

DEVELOPMENT, IMPLEMENTATION AND COMMISSIONING OF AN ONLINE COMPLAINTS MANAGEMENT SYSTEM (CMS)

TENDER NO. PPRA/010/2018 – 2019

SUBMISSION DEADLINE – THURSDAY 2nd MAY 2019 AT 10.00 A.M.

10TH FLOOR, NATIONAL BANK BUILDING HARAMBEE AVENUE
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SECTION I - INVITATION TO TENDER

RE: TENDER. NO. PPRA/010/2018-2019: DEVELOPMENT, IMPLEMENTATION AND COMMISSIONING OF AN ONLINE COMPLAINT MANAGEMENT SYSTEM

Public Procurement Regulatory Authority (PPRA) invites tenders from interested eligible Firms for the Development, Implementation and Commissioning of an Online Complaints Management System (CMS).

Detailed tender document can be downloaded **FREE OF CHARGE** from the websites www.ppra.go.ke or www.tenders.go.ke

Tenders must be accompanied by a **Tender Security** of Kenya Shillings Sixty Thousand (Kshs. 60,000) in form of a guarantee from a reputable bank or an insurance company approved by PPRA payable to the Director-General, Public Procurement Regulatory Authority.

Each page of the tender document MUST be serialised.

Tenders MUST be enclosed in plain sealed envelopes, marked with the **Tender Number and Name** and be deposited in the Tender Box provided at **PPRA Offices, 10th Floor, National Bank Building, Harambee Avenue, Nairobi. The tender shall be addressed to:**

Director-General,
Public Procurement Regulatory Authority,
P. O. Box 58535 – 00200,
NAIROBI.

Tenders must be received on or before **2nd May 2019 at 10.00 a.m.** Tenders will be opened immediately thereafter in the presence of the bidders who choose to attend the opening at the **PPRA Board Room, 10th floor, National Bank Building, Harambee Avenue.**

Prices quoted should be **net inclusive of all taxes**, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

DIRECTOR-GENERAL

SECTION II - INSTRUCTIONS TO TENDERERS

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 allowed under section 59 of the 2015 Act.

2.1.3.   Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4.   Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2   Cost of tendering

2.2.1   The Tenderer shall bear all costs associated with the preparation and submission of its tender, and 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 document shall be downloaded free of charge from the PPRA website www.ppra.go.ke or www.tenders.go.ke.

2.3 Contents of tender documents

2.3.1.   The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders

        i)   Instructions to tenderers
        ii)   General Conditions of Contract
        iii)   Special Conditions of Contract
        iv)   Schedule of Requirements
        v)   Technical Specifications
        vi)   Form of tender
        vii)   Price schedules
        viii)   Contract form
        ix)   Confidential business questionnaire form
        x)   Tender security form
        xi)   Integrity Declaration

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 or by post, fax or email at the entity's address indicated in the Invitation to tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no 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, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

2.6 Language of 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 2.8,2. 9, 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)   Tender security furnished is in accordance with Clause 2.12
(d)   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, pursuant to paragraph 2.22.

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, pursuant to paragraph 2.12.8

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

    a) A bank guarantee.

    b) Cash.

    c) Such insurance guarantee approved by the Public Procurement Oversight Authority.

    d) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 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 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;

<center>**or**</center>

    (b) In the case of a successful tenderer, *if* the tenderer fails:

        (i) to sign the contract in accordance with paragraph 2.26

<center>**or**</center>

        (ii) to furnish performance security in accordance with paragraph 2.27

    (c) 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, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14   Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly /marking each **"ORIGINAL TENDER"** and **"COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 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 un amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15   Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and 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. The inner and outer envelopes shall:

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

(b)   bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE 2nd May 2019 at 10.00 a.m.

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, 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 under paragraph 2.15.1 no later than 2nd May 2019 at 10.00 a.m.

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, 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 appendix.

2.17   Modification and withdrawal of tenders

2.17.1   The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification , including substitution or withdrawal of the 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 paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4   No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

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 on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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 **10.00 a.m. on the 2nd May 2019** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3   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.

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

2.19   Clarification of tenders

2.19.1   To assist in the examination, evaluation and comparison of tenders 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.

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 required securities have been furnished 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, and its tender security may be forfeited. 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 paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 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 2.22.4 and in the technical specifications:

   (a) operational plan proposed in the tender;

   (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 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 The 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 Subject to paragraph 2.19, 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 Subject to paragraph 2.22 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 the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

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

2.26.3 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.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	Particulars of eligible tenderers: **Firms registered in Kenya.**
2.2.2	Price to be charged for tender documents: **Nil. The document will be down loaded free of charge from** www.ppra.go.ke **or** www.tenders.go.ke
2.10	Particulars of other currencies allowed. **None**
2.11	Particulars of eligibility and qualifications documents of evidence required. **Copies of:** i) **Certificate of Registration / Incorporation** ii) **Valid Tax Compliance Certificate**
2.12.2	Particulars of tender security if applicable. **Kshs. 60,000 valid for 150 days from the date of tender opening.**
2.12.4	Form of Tender Security: **The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by The Public Procurement Regulatory Authority (PPRA).**
2.13	Validity of Tenders: **Tenders Shall remain valid for 120 days after date of tender opening**
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office, 10th Floor National Bank of Kenya Building, Harambee Avenue.
2.20.1	Tenderers are required to submit the following **MANDATORY DOCUMENTS** which will be used during Preliminary Examination to determine responsiveness: 1) **Copy of certificate of Registration/Incorporation** 2) **Copy of Valid Tax Compliance certificate** 3) **Must Fill the Price Schedule in the format provided** 4) **Must Fill the Form of Tender in the format provided** 5) **Must Submit a Tender Security of Kshs. 60,000 valid for 150 days from the date of tender opening.** 6) **Must submit a duly filled up Confidential Business Questionnaire in format provided** 7) **Must fill and submit the integrity declaration form in the format provided in this tender document** 8) **Must fill and submit the Debarment declaration form in the format provided in this tender document** At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

Instructions to tenderers	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.22	Evaluation and comparison of Tenders: **The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.**

Evaluation and comparison of Tenders: **The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.**

<u>Selection Process</u>

Below is a description of the evaluation steps that will be adopted.

<u>*STEP 1: Preliminary evaluation*</u>

This will be an elimination stage which will be done as per paragraph 2.20.1 above.

<u>*STEP 2: Technical evaluation*</u>

The technical evaluation shall be undertaken in two stages:
   Stage 1: Technical evaluation of the bid received
   Stage 2: Demonstration of a similar web application developed by the firm

   Bidders who score 75% and above at Stage 1 will be invited to undertake a **MANDATORY** demonstration of a similar web application developed by the firm at Stage 2. The non-compliant submissions (scores below 75%) will be eliminated from the entire evaluation process and will not be considered further.

The demonstration at Stage 2 will be evaluated based on the following criteria:
- Web application developed by the firm based on proposed environment
- User friendliness of the system
- Reporting capability of the system
- Integration with Public Procurement Information Portal (PPIP) http://tenders.go.ke
- Security features of the system

Area	Sub-area	Rating / Scores
Preliminary evaluation	Compliance evaluation	Elimination
Stage 1	Proposed systems evaluation	80
Stage 2	Demonstration on web application	20
Total Technical Evaluation Score		**100**

Total technical evaluation score

The total technical evaluation score shall be the sum total of Stage 1 and Stage 2 scores. Bidders whose total technical evaluation score shall be 70% and above shall proceed to financial evaluation.

<u>*STEP 3: Financial Evaluation*</u>

Instructions to tenderers	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	This will include the following:- a) Confirmation and considering price schedule duly completed and signed b) Conducting a financial comparison c) Correction of arithmetical errors
2.24 (a)	Particulars of post – qualification if applicable. **PPRA may carry out post qualification and inspect the premises, contact listed clients and verify documents provided.**
2.24.4	Award Criteria: **Award will be made to the lowest evaluated bidder.**
2.27	Particulars of performance security if applicable. **10% of the contract price**
Other's as necessary	

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" means 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) "Day" means calendar day

3.2   Application

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

3.3   Standards

3.3.1   The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4   Patent Right's

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

3.5 Performance Security

3.5.1   Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.2   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.

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

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

3.5.4   The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

3.6.1   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.

3.6.2   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.

3.6.3   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.

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

3.7 Payment

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

3.8   Prices

3.8.1   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.

3.9   Assignment

3.9.1   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.

3.10   Termination for Default

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

   a) if the tenderer fails to 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 or in executing the Contract.

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

3.11   Termination of insolvency

3.11.1 The procuring entity may at the any time 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.

3.12   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 elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13   Resolution of disputes

3.13.1 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.

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

3.14   Governing Language

3.14.1 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.

3.15   Force Majeure

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

3.16   Applicable Law.

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

3.17   Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

3.17.2 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.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: **10%**
3.7	Specify method Payments. Full payment to be made **30 days after invoicing and after issuance of Certificate of Completion.**
3.8	Specify price adjustments allowed. **None**
3.14	Specify resolution of disputes. **Disputes to be settled as per the Arbitration Laws of Kenya**
3.16	Specify applicable law. **Laws of Kenya**
3.17	Indicate addresses of both parties. **Client: 10ᵗʰ floor NATIONAL BANK BUILDING HARAMBEEAVENUE P.O. BOX 58535 – 00200**
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

5.1 Required Items

The purpose of this document is to define the functional and non-functional requirements for the new system. Based on these requirements, a software vendor is expected to propose the development of the system and the cost estimates of developing the said system.

The system must meet the minimum Technical Specification (Section VI).

No.	Description of Goods	Quantity
1.	Development, Implementation and Commissioning of Online Complaints Management System	1

5.2 List of Related Services and Completion Schedule

No.	Description of Goods	Quantity
1.	Basic training for system administration	4 Pax
2.	User Training	30 Pax

The successful vendor will be required to deliver the system within **three (3) months** after contract signing or at an agreed date.

5.3   Installation Location

The installation will be done at PPRA Headquarter located in 10th floor National House Building, Harambee Av. Nairobi.

5.4   Payment Schedule

The payment terms of the project will be as follows:

Payment shall be made 30 days after invoicing. Before invoicing, bidder must have completed the whole project, SLA signed and a certificate of acceptance of the systems issued.

SECTION VI – TECHNICAL SPECIFICATIONS

6.1 Introduction

The Public Procurement Regulatory Authority (PPRA) is a State Corporation established under Section 8 of the Public Procurement and Asset Disposal Act, 2015 (the Act).

Among other functions of the Authority, the Act under Section 9 (h) mandates the Authority to investigate and act on complaints received on procurement and Asset Disposal proceedings from procuring entities, tenderers, contractors or from the general public that are not subject of Administrative Review.

PPRA intends to increase the operational efficiencies of the Complaints Handling process by automating the activities related to complaints handling that are undertaken by the Complaints Investigations and Enforcement Department (CIED). The successful contractor will be required to thoroughly study and understand relevant documents that guide the operations and business of the CIE Department and incorporate this in the design of the system.

6.2 Complaints Handling

Complaints Handling Flowchart

```
┌──────────────────────────────┐         ┌──────────────────┐
│         Report Center        │─────────│     Letter       │
└──────────────────────────────┘         │    Telephone     │
                │                         │     Person       │
┌──────────────────────────────┐         │     Email        │
│        Director General       │         │  Open Sources    │
└──────────────────────────────┘         │     Others       │
                │                         └──────────────────┘
┌──────────────────────────────┐
│  Technical Services Directorate │
└──────────────────────────────┘
                │
┌──────────────────────────────┐
│          Investigate          │
└──────────────────────────────┘
                │
┌──────────────────────────────┐
│         Mnager/CIED           │
└──────────────────────────────┘
                │
┌──────────────────────────────┐
│         Investigators         │
└──────────────────────────────┘
                │
┌──────────────────────────────┐
│  PE Engagement/ Investigators │
│         Appointment           │
└──────────────────────────────┘
                │
┌──────────────────────────────┐
│   Planning for Investigation  │
└──────────────────────────────┘
                │
┌──────────────────────────────┐
│      Engagement Meeting       │
└──────────────────────────────┘
                │
┌──────────────────────────────┐
│         Exit Meeting          │
└──────────────────────────────┘
                │
┌──────────────────────────────┐
│   Draft Report Shared with PE │
└──────────────────────────────┘
                │
┌──────────────────────────────┐
│      Final Report with PEs    │
│           Response            │
└──────────────────────────────┘
```
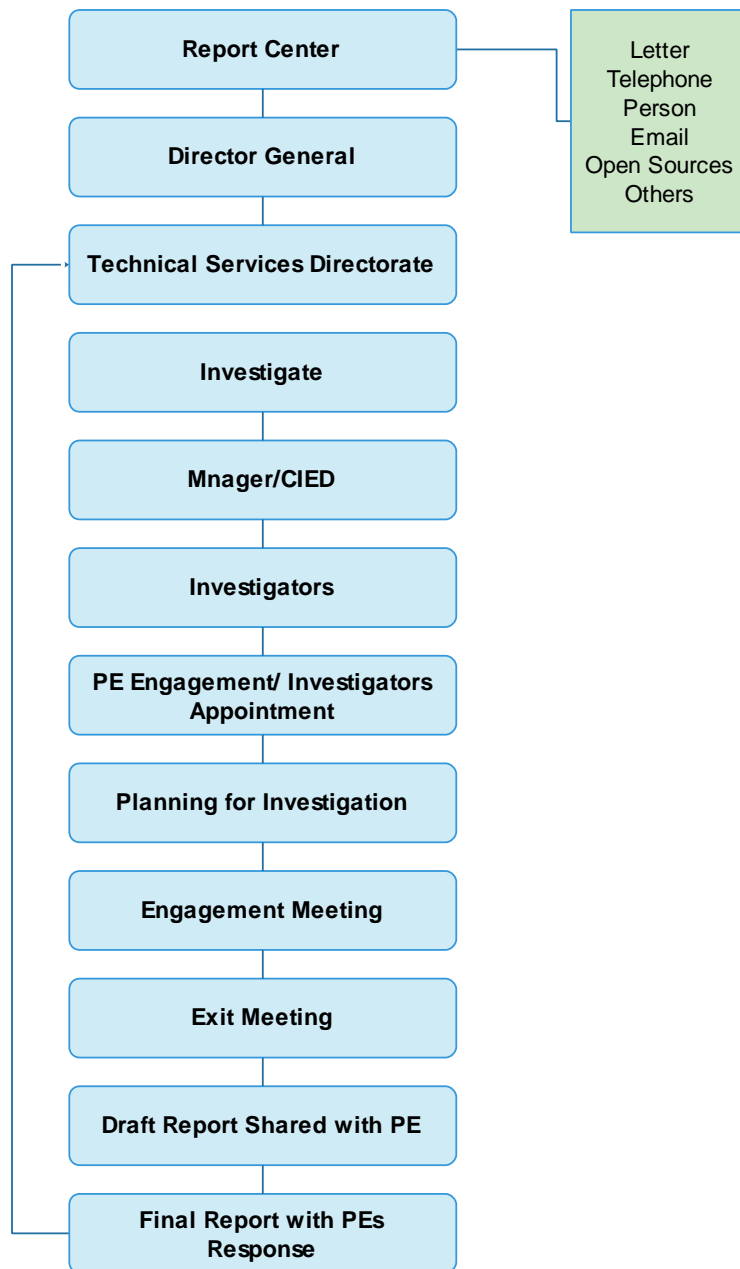
Complaints

A complaint refers to information received which indicates or alleges that there is a breach of the Act, Regulations or directives of Authority.

Complaint Filing

The Complaint Report Centre accepts all complaints irrespective of their sources and allocates a unique identification number for each complaint. Report Centre then screens and determine whether the complaint relates to Public Procurement and Asset Disposal law and acknowledge receipt of the complaint.

The Complaint is then classified according to the stages of the procurement process and if the complaint does not fall within the confines of the Public Procurement and Asset Disposal law, the complainant shall be advised accordingly.

Complaint Processing

Upon receipt of a report or complaints relating to the Public Procurement and Asset Disposal it is registered and acknowledged. The complaint is then received by the Director General for action. It is then presented to the Technical Directorate for determination as to whether to investigate or to act upon the complaint.

The Technical Directorate forwards the complaint to the Manager - CIE for action either as a complaint or as an investigation. The Manager shall assigns the complaint to a CIE officer who analyses the complaint, engages the procuring entity for a response and/or documents and then provides feedback to the complaint and the PE.

Investigation

The Act under Section 9 (h) mandates the Authority to investigate and act on complaints received on procurement and Asset Disposal proceedings from procuring entities, tenderers, contractors or from the general public that are not subject of Administrative Review. The Technical Directorate determines whether to escalate a complaint to investigation.

Enforcement

Enforcement is the act of compelling, observance, or compliance with the law, ruling or obligations.

6.3 Scope

The proposed system shall automate all the activities related to Complaints Handling process that are undertaken by the Complaints, Investigations and Enforcement Department (CIED).

6.4 Solution Overview

The following are the high level components of the Complaints Management System.

1. Complaint Tracking: The proposed solution will include the functionality to track complaint-related information (complaint number, notes, respondents, co-respondents, complainants, complaint information, important dates, etc.)
2. Events and Ticklers: The proposed solution will include the functionality to notify users of important dates, create and send/e-mail documents based on user created business rules.
3. Document Assembly and Management: The proposed solution will include the functionality store documents associated with a complaint.
4. Calendaring: The proposed solution will have a calendar and include the functionality to track/create appointments.
5. Reporting: The solution should include a report builder to allow staff and super users to build their own reports.
6. Configuration: The proposed solution will include the functionality to easily configure user generated data entry forms, document templates, and user preferences. The Contractor will be responsible for building all custom data entry forms, document templates, reports, and data conversion as described in the Statement of Work.
7. Security and Confidentiality: Additionally, the solution will include the functionality to create user accounts, groups, and restrict access to confidential information through authentication. The solution will comply with Kenyan laws relating to data protection.
8. Public Access: The proposed solution will provide public access to allow clients to view case information, communicate with PPRA staff, create new complaints, upload attachments, and to create online appointments.
9. User Roles: The proposed solution will allow for creation of different types of users and their responsibilities.
10. Backup and recovery plan: The proposed system should have a feature for exporting data for backup and recovery.

6.5 Project Management

The Contractor is responsible for effectively managing the CMS project components specifically related to the design, development, and implementation of the CMS. The Contractor's Project Manager must attend bi-weekly CMS Status meetings. The Contractor must provide a weekly written status report. The updated project work plan must be attached to the first status report of each month. The weekly status report must include, but is not limited to, the following:

1. Weekly accomplishments and completed tasks;
2. Activities and tasks in progress;
3. Upcoming activities and tasks;
4. Previous activities and tasks not accomplished, the reason for not accomplishing them, and the plan for bringing them back on schedule, including associated risks and costs;
5. Issues and anticipated problems and recommendations for resolution of them; and
6. Deliverable status and anticipated due dates.

6.6 Project Deliverables

Project Deliverables will be required during each stage of the CMS project. The following Project Deliverables must be submitted to PPRA during the respective stage of the project.

Minimum Project Deliverables		
Phase	Deliverable	Definition
Phase 1: Project Planning and Requirements Validation	Requirements Validation	Contractor reviews and confirms all business, functional, and technical requirements with the PPRA project team. PPRA will approve the validated requirements.
	Project Schedule	Defines the project timeline, high level tasks to be performed, task dependencies, resource assignments, effort estimates, and milestones.
Phase 2: Design and Development	Design Document	The Contractor will create a design document to describe the system (forms, data fields, reports, documents, events, workflow, etc.) needed to build the CMS.
	Build Solution	The contractor will build the CMS that satisfies all system requirements and desirable requirements specified in the Contractors Bid.

Minimum Project Deliverables		
Phase	**Deliverable**	**Definition**
	Test Plan	Describes the plan that will be used in system testing: – Unit, Systems and Integration Testing – User Acceptance Testing
	Systems and Integration Test Environment	Establishment of the CMS test environment including the testing team, documented testing procedures, test cases, and converted test data that will be used throughout Systems and Integration Testing.
	Systems Test Results	Summarizes the results of the System Testing.
	Implementation Plan	Detailed description of the recommended implementation approach (e.g. components, schedule, participants)
	Pre-production acceptance	Summarizes the results of the testing (i.e., User Acceptance Testing) performance testing results, system bugs/corrections, and data problems/corrections.
Phase 3: Deployment and Training	Training Materials	The Training guides and related Instructional materials that will be distributed and utilized by the users of the CMS.
	Training Environment	Set up of hardware, software, and network for training environment.
	Production Environment Acceptance	Acceptance by PPRA of the deployed CMS in the production environment

6.7   Maintenance and Support

Following the successful completion of the project, the vendor is required to provide the following support information regarding technical support and other vendor services.
- Materials describing the process for reporting a system failure in any of the components of the proposed system.
- The methods available for contacting tech support (phone, email, website, etc.) including escalation procedures.
- Standard warranty and maintenance for each of the components proposed.
- Upgrade path for the software and any annual support fee for the software.

6.8   Documentation

Following completion of the project, the vendor is required to provide the following documentation regarding the scope of the project:

- o **Detailed Technical Report**-A document developed for the use of technical staff.
- o **Executive Summary Report** – A document developed to summarize the scope, approach, and results, in a manner suitable for senior management.

6.9   Technical Specifications
The Recommended Minimum Technical Specifications for the system requested are described in detail below:

a) Complaint Management System

CMS FUNCTIONAL SYSTEM REQUIREMENTS The proposed modules of the e-ARMS system should include the following:	Bidders Response
1.	**Complaints Reporting module** Detailed functionality of this module should include: • Capturing complaints details (using a standard format to be provided by the Authority) • Automatic Complaint Numbering • Analyzing, processing and referring the complaints • Generation of email alerts i.e. when complaints is allocated to an officer or sensitive manipulations are made • Viewing and retrieving status of complaints i.e. Active, Dormant, Closed, Reopened etc. **NB:** The complaints reporting module is the key entry point for all the complaints filed by the public through online access, email, and telephone or visiting PPRA's offices. The module should also support anonymous submission of complaints.	
2.	**Case Tracking and Document Management Module** This is the main module that will uniquely track all the activities related to the complaints handled by the Authority based on the internal workflow/procedures. The system will support assignment of the complaints to the officers, escalation, communication alerts to the complainants on the status of the cases, indexing of all the related documentation in liaison with the registry department. All correspondences, minutes of meeting, evidentiary material should be securely stored, tracked and easily accessed by the department.	
3.	**Statistics, monitoring and evaluation module** Detailed functionality of this module will include: • Generation of user defined reports • Exporting report data in various formats (pdf, excel, csv) • Graphical representation of statistical data within the system (charts, graphs)	
4.	**Administrator module** Detailed functionality of this module will include: • Creation of users	

	• Assigning user roles and permissions • Monitoring and managing user activities • Deletion/suspending of users • Complete audit trail facility able to answer 5W+1H (Whom, Where, When, Which, What and How) activities in the system	
5.	**Application Interface (APIs)** The CMS should provide for a web API functionality that will enable communication and data interchange between the case management systems and Public Procurement Information Portal and other external/internal systems where applicable/necessary.	
6.	**Communication Module** This functionality ensures providing real time communication by sending automated notification through emails or SMS. Users may also initiate communication to concerned parties. The notifications should include a unique reference number and/or a link to the case for tracking purpose.	
7.	**Public Web Access module** This module will be availed to the public to allow them directly file appeals though the web.	
NON – FUCTIONAL SYSTEM REQUIREMENT		**BIDDERS RESPONSE**
8.	**Compatibility** The system should be compatible with all popular Operating systems, Browsers and Mobile Devices as broken down below: • Operating Systems: Windows, Apple, Unix/Linux • Browsers: Firefox, Chrome, Edge, Opera, Safari, Internet Explorer • Mobile Devices: Android, iOS	
9.	Mobile technologies should be part and parcel of the system (encompass a bulk SMS system for sending SMS, etc)	
10.	**Extensibility** The application should be easily customizable when the need arises to modify or add a few features.	
11.	**Security** The application should provide secure high level encryption, proactive defenses, Access Control Levels and full audit trails. Detailed specifics including:- • High-grade 256-bit SSL encryption	

	• Geotagging of Ips – create automatic alerts or even blocking for foreign Ips • Anonymity: consider anonymizing especially critical cases • Password: Brute force –proof, requirement of strong password • Phishing protection through notifications in both emails and web • Logging of all activity • Tracking of cases based on logs • Security analyses based on logs • Password recovery options for the MDAs • Secure uploading and transfer of compliants • Secure off-line storage of complaints letters	
12.	**Scalability** The application should be modular based and can be implemented in phases.	
13.	**Flexibility** Addition of new features should be a seamless process.	
14.	**User friendly** The application user interface should be simple and user friendly including font type, font size and theme.	
SERVER SIDE REQUIREMENTS		
15.	The CMS must be a web-based application and will be hosted within the PPRA servers/data center. For the CMS to fully function, the contractor will be required to develop the system in adherence to the following software already installed: • Operating System: FreeBSD • Scripting Language: PHP • Database Management System: MySQL/MariaDB • Server: Nginx • Web framework: Laravel propose other framework	
USER TRAINING, DOCUMENTATION AND SUPPORT		
16.	**User Training & Documentation** Comprehensive training for both end users and system administrators should be provided. The following sets of documentation (both soft and hard copy) should be provided alongside the application:- a) System Technical Documentation (ERDs, Database structure, Use Cases and schematic diagrams) b) User Manual – Self-explanatory for all available modules	
17.	**Maintenance and Support**	

	The contractor will be required to provide maintenance and support to system administrators. This should also include a comprehensive helpdesk support and communication plan.	
18.	**Project Implementation and Deliverables** Approach and detailed implementation plan outlining clear milestones, relevant stakeholders, roles and responsibilities	

Firms Experience

	REQUIREMENT	Marks
1.	**Past Performance** Three (3) projects completed of similar nature and magnitude in the last 3 years. For each project the vendor must include a project summary. 2mks per project *The firm should attach award letters/LPOs/LSO's or completion certificates as proof of past performance*	
2.	Four years of experience in web application software development	

Experience of Key Staff

	REQUIREMENT		
	Qualifications and Experience of Key Staff The firm must propose a credible team for the assignment with demonstrated achievement in similar assignments. The team must comprise of all the team members as specified in Section below: *Provide copies of academic certificates*	Marks	
Team Leader			
	Key Experience	Minimum of 5 years' experience in serving as a software development project manager 3 similar assignment implemented within the last 5 years	
	Key Qualification	Bachelor's degree in computer science or Information Technology or Information Systems or any other relevant field.	
Software Developer 1			

	Key Experience	Minimum of 3 years' experience in serving as developing user requirements, system selection consultancy, a software development 3 similar assignment implemented within the last 3 years	
	Key Qualification	Bachelor's degree in computer science or Information Technology or Information Systems or any other relevant field.	
Software Developer 2			
	Key Experience	Minimum of 3 years' experience in serving as developing user requirements, system selection consultancy, a software development 3 similar assignment implemented within the last 3 years	
	Key Qualification	Diploma in computer science or Information Technology or Information Systems or any other relevant field.	

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.

3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

5. **Tender Security Form** - The tenderer shall provide the tender security in the form included hereinafter.

6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the PPOA.

7. **Evaluation Response Forms** - These forms should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.

8. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.

9   **Integrity Declaration** – This form should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation

7.1   FORM OF TENDER

Date ....

Tender No. PPRA/010/2018-2019

To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos.*[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Develop, Implementation and Commissioning of Online Complains Management System** i*n* conformity with the said Tender documents for the sum *of ....* Or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____ .
     (Name)

_____   _____
  [signature]   *[in the capacity of]*

Duly authorized to sign Tender for and on behalf of _____

7.2   PRICE SCHEDULE OF SERVICES

Name of Tender: Develop, Implementation and Commissioning of Online Complaints Management System

Tender No. PPRA/010/2018-2019

No.	Description of Goods	Quantity	UNIT COST	TOTAL COST
1.	Develop, Implementation and Commissioning of Online Complaints Management System	Lot		
	Annual Support and Maintenance fees - *first year after system commissioning*	1		
	Training all users and administrators			
	Other cost(specify)			
	TOTAL COST			

NB;   Prices must include VAT

The successful vendor will be required to deliver the system within **3 months** after contract signing or at an agreed date.

Signature and Rubber Stamp of tenderer

_____

7) POST IMPLEMENTATION COSTS

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

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

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

NOTE: These costs will not form part of the Tender Price, but will be used to determine subsequent annual cost and MUST be filled.

Ref No	Please break them down	Compulsory/Option	Cost (Kshs.) VAT Inclusive
2nd Year			
3rd Year			
Support for two years (Total)			
Bidder's comments (if any):			

Signature and Rubber Stamp of tenderer

_____

7.3   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 materials and spares. Viz..........................[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares 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;
    © the Technical Specifications;
    (d) the General Conditions of Contract;
    © the Special Conditions of Contract; and
    (f) the Procuring entity's Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 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_____.

7.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name ....

Location of Business Premises ....

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

Postal address ....Tel No...

Fax .... Email..

Nature of Business ....

Registration Certificate No. ....

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

Name of your bankers ....

....

Branch ....

	Part 2 (a) – Sole Proprietor
	Your name in full...........................Age...
	Nationality...............................Country of Origin..............................
	Citizenship details
	....
	Part 2 (b) – Partnership
	Given details of partners as follows
	Name Nationality Citizenship details Shares
	1. ....
	2. ....
	3. ....
	4. ....
	Part 2 © – 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. ....
	Date..............................Signature of Candidate............................

7.5   FORMAT OF TENDER SECURITY INSTRUMENT

Whereas ………… [*Name of the tenderer*] (hereinafter called "the tenderer") has submitted its tender dated ……… [*Date of submission of tender]* for the …………… *[Name and/or description of the tender]* (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE ………………… of ………… [Name of Insurance Company] having our registered office at …………… (hereinafter called "the Guarantor"), are bound unto ……………. [*Name of Procuring Entity*](hereinafter called "the   Procuring Entity") in the sum of ………………… (Currency and guarantee amount) for which   payment well and truly to be made to the said Procuring Entity, the   Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

THE CONDITIONS of this obligation are:

1.   If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or

2.   If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

   (a)   fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
   (b)   fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

_____   _____
              [Date]   *[Signature of the Guarantor]*
_____   _____
            [Witness]   *[Seal]*

7.6 Performance Bank/Insurance Company Guarantee [Unconditional]

To ....

[name of Procuring entity]

WHEREAS .... [name of tenderer] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No.
[reference number of the contract] dated   20   to   supply
.... [description of goods] (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the   day of   20

Signed and seal of the Guarantors

[name of Bank/Insurance Company]

[address]

[date]

7.7 BIDDER'S EXPERIENCE REQUIREMENTS FORM

Give a list of 3 (three) reputable clients for whom they have offered similar assignments in the format below.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	

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

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

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

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

Bidder Official Stamp

.

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

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

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

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

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ………………………..(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

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

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

Bidder's Official Stamp

EVALUATION CRITERIA

Preliminary Evaluation Checklist

Tenderers are advised that at this stage, the tenderer's submission will either be Responsive or Non-Responsive. The Non-Responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

No.	Requirement	Submitted / Not Submitted (Yes/No)
1	Copy of certificate of Registration/Incorporation	
2	Copy of Valid Tax Compliance certificate	
3	Must Fill the Price Schedule in the format provider	
4	Must Fill the Form of Tender in the format provided	
5	Must Submit a Tender Security of **Kshs. 60,000 valid for 150 days** from the date of tender opening.	
6	Must submit a dully filled up Confidential Business Questionnaire in format provided	
7	Must fill and submit the integrity declaration form in the format provided in this tender document	
8	Must fill and submit the debarment declaration form in the format provided in this tender document	

Technical Evaluation

a. **Mandatory Technical Evaluation**

SERVER SIDE REQUIREMENTS	Yes/No
The CMS must be a web-based application and will be hosted within the PPRA servers/data center. For the CMS to fully function, the contractor will be required to develop the system in adherence to the following software already installed: • Operating System: FreeBSD • Scripting Language: PHP • Database Management System: MySQL/MariaDB • Server: Nginx • Web framework: Laravel propose other framework	
Pass/Fail	

Any bidder who fails to conform to the above **mandatory technical requirement** will not proceed to further evaluation.

Stage 1: Complaints Management System (CMS) Evaluation

	CMS FUNCTIONAL SYSTEM REQUIREMENTS The proposed modules of the CMS system should include the following:	Marks
1.	**Complaints Reporting module** Detailed functionality of this module should include: • Capturing complaints details (using a standard format to be provided by the Authority) (2mks) • Automatic Complaint Numbering(2mks) • Analyzing, processing and referring the complaints(2mks) • Generation of email alerts i.e. when complaints is allocated to an officer or sensitive manipulations are made(2mks) • Viewing and retrieving status of complaints i.e. Active, Dormant, Closed, Reopened etc. (2mks) **NB:** The complaints reporting module is the key entry point for all the complaints filed by the public through online access, email, and telephone or visiting PPRA's offices. The module should also support anonymous submission of complaints.	10
2.	**Case Tracking and Document Management Module** This is the main module that will uniquely track all the activities related to the complaints handled by the Authority based on the internal workflow/procedures. The system will support: - assignment of the complaints to the officers,(3mks) - escalation, (3mks) - communication alerts to the complainants on the status of the cases, (3mks) - indexing of all the related documentation in liaison with the registry department (3mks) - all correspondences, minutes of meeting, evidentiary material should be securely stored, tracked and easily accessed by the department(3mks)	15
3.	**Statistics, monitoring and evaluation module** Detailed functionality of this module will include: • Generation of user defined reports(2mks) • Exporting report data in various formats (pdf, excel, csv) (2mks) • Graphical representation of statistical data within the system (charts, graphs) (2mks)	6
4.	**Administrator module** Detailed functionality of this module will include: • Creation of users(2mks) • Assigning user roles and permissions(2mks) • Monitoring and managing user activities(2mks) • Deletion/suspending of users(2mks)	10

	• Complete audit trail facility able to answer 5W+1H (Whom, Where, When, Which, What and How) activities in the system (2mks)	
5.	**Application Interface (APIs)** The CMS should provide for a web API functionality that will enable communication and data interchange between the Complaints management system and Public Procurement Information Portal and other external/internal systems where applicable/necessary. (either 0 or 5 mks)	5
6.	**Communication Module** This functionality ensures providing real time communication by sending automated notification through emails or SMS. Users may also initiate communication to concerned parties. The notifications should include a unique reference number and/or a link to the case for tracking purpose. (either 0 or 5 mks)	5
7.	**Public Web Access module** This module will be availed to the public to allow them directly file complaints through the web. (either 0 or 4 mks)	4
NON – FUCTIONAL SYSTEM REQUIREMENT		**Marks**
8.	**Compatibility** The system should be compatible with all popular Operating systems, Browsers and Mobile Devices as broken down below: • Operating Systems: Windows, Apple, Unix/Linux (1mk) • Browsers: Firefox, Chrome, Edge, Opera, Safari, Internet Explorer (1mk) • Mobile Devices: Android, iOS (1mk)	3
9.	Mobile technologies should be part and parcel of the system (encompass a bulk SMS system for sending SMS, etc) (either 0 or 5 mks)	5
10.	**Extensibility/Scalability** The application should be easily customizable when the need arises to modify or add a few features. (either 0 or 3 mks)	3
11.	**Security** (0.5mks each max 5 mks) The application should provide secure high level encryption, proactive defenses, Access Control Levels and full audit trails. Detailed specifics including:- • High-grade 256-bit SSL encryption • Geotagging of Ips – create automatic alerts or even blocking for foreign Ips • Anonymity: consider anonymizing especially critical complaints • Password: Brute force –proof, requirement of strong password • Phishing protection through notifications in both emails and web • Logging of all activity • Tracking of cases based on logs • Security analyses based on logs • Password recovery options for the MDAs	5

	• Secure uploading and transfer of compliants • Secure off-line storage of complaints letters	
12.	**Modular System** The application should be modular based and can be implemented in phases. (either 0 or 3 mks)	3
13.	**Flexibility** Addition of new features should be a seamless process. (either 0 or 2 mks)	2
14.	**User friendly/Navigation** The application user interface should be simple and user friendly including font type, font size and theme. (either 0 or 3 mks)	3
USER TRAINING, DOCUMENTATION AND SUPPORT		
15.	**User Training & Documentation** Comprehensive training for both end users and system administrators should be provided. (2mks) The following sets of documentation (both soft and hard copy) should be provided alongside the application:- a) System Technical Documentation (ERDs, Database structure, Use Cases and schematic diagrams) (1mks) b) User Manual – Self-explanatory for all available modules (1mks)	4
16.	**Maintenance and Support** The contractor will be required to provide maintenance and support to system administrators. This should also include a comprehensive helpdesk support and communication plan. (0 or 4mks)	4
17.	**Project Implementation and Deliverables** Approach and detailed implementation plan outlining clear milestones, relevant stakeholders, roles and responsibilities (0 or 3mks) *Provide activity worksheet/schedule*	3
	SUB TOTAL	90

b. **Firms Experience**

	REQUIREMENT	Marks
1.	**Past Performance** Three (3) projects completed of similar nature and magnitude in the last 3 years. For each project the vendor must include a project summary. 2mks per project *The firm should attach completion certificates or reference letters as proof of past performance*	6
2.	Four years of experience in web application software development. 1 mk per project	4

	The firm should attach completion certificates or reference letters as proof of past performance	
	SUB TOTAL	**10**

c. Experience of Key Staff

	REQUIREMENT		
	Qualifications and Experience of Key Staff The firm must propose a credible team for the assignment with demonstrated achievement in similar assignments. The team must comprise of all the team members as specified in Section below: *Provide copies of academic certificates and CV*		Marks
Team Leader			
	Key Experience	Minimum of 5 years' experience in serving as a software development project manager (0mks for less than 5 years, 4mks for 5years and above) 3 similar assignment implemented within the last 5 years (2 mks per Project)	10
	Key Qualification	Bachelor's degree in computer science or Information Technology or Information Systems or any other relevant field. (2mks)	2
Software Developer 1			
	Key Experience	Minimum of 3 years' experience in serving as developing user requirements, system selection consultancy, a software development (0mks for less than 3 years, 3mrks for 3years and above) 3 similar assignment implemented within the last 3 years (2 mks per Project)	9
	Key Qualification	Bachelor's degree in computer science or Information Technology or Information Systems or any other relevant field (1mk). Additional 1 mark for certificate in programming	2
Software Developer 2			
	Key Experience	Minimum of 3 years' experience in serving as developing user requirements, system selection consultancy, a software development (0mks for less than 3 years, 3mrks for 3years and above) 3 similar assignment implemented within the last 3 years (1 mks per Project)	6
	Key Qualification	Diploma in computer science or Information Technology or Information Systems or any other relevant field.	1
	SUB TOTAL		**30**

Stage 2: Demonstration Evaluation

The demonstration will be evaluated based on the following criteria:

- Web application developed by the firm based on proposed environment (3mrks)
- User friendliness of the system (5 mks)
- Reporting capability of the system (4 mks)
- Integration with PPIP   (5mks)
- Security features of the system (3mks)

SUMMARY OF SCORES

ITEM			Total Marks	Bidders Score
STAGE 1				
a.	Technical evaluation of the bid received	Complaints Management System (CMS) Evaluation	90	
		Firms Experience	10	
		Experience of Key Staff	30	
Technical evaluation score			130	
Technical evaluation score - Converted to 100% *(only bidders who score 75% and above shall be invited for Stage 2)*			100%	
Technical evaluation score - converted to 80			80	
STAGE 2				
b.	Demonstration Evaluation	Demonstration of a similar web application developed by the firm	20	
STAGE 1 + STAGE 2				
c.	Total technical evaluation score (Stage 1 + Stage 2) (bidders who score 70 and above shall proceed to Financial evaluation)		100	

NOTE:

Evaluation will be undertaken as per the Appendix to Instructions to the Tenderers (section 2.20)