



NATIONAL OIL CORPORATION OF KENYA

**REQUEST FOR PROPOSALS (RFP)
FOR SUPPLY, INSTALLATION AND COMMISSIONING; &
MAINTENANCE OF MANAGEMENT SYSTEMS
AUTOMATION SOFTWARE**

TENDER NO.NOCK/PRC/03 (873)

**NATIONAL OIL CORPORATION OF KENYA
AON MINET HOUSE, 7TH FLOOR
MAMLAKA ROAD, OFF NYERERE ROAD
P.O. BOX 58567-00200
NAIROBI**

Email: procurement@nockenya.co.ke;

**CC: mswaleh@nockenya.co.ke; amuema@nockenya.co.ke; snganga@nockenya.co.ke;
rnyambori@nockenya.co.ke; ekanyiri@nockenya.co.ke**

November, 2014

Tender Closing Date & Time: 11th December, 2014 at 1500hrs (East African Time)

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1. SECTION I – INVITATION TO TENDER

Date: November 2014

Tender Ref No. NOCK/PRC/03(873)

TENDER NAME: REQUEST FOR PROPOSALS (RFP) FOR SUPPLY, INSTALLATION AND COMMISSIONING; & MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE

1.1 National Oil Corporation of Kenya (**National Oil**) invites sealed tenders from interested and eligible Kenyans and/or International candidates to Supply, Install, Commission and Maintain a Management System Automation Software.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at:

Procurement Department

National Oil Corporation of Kenya

AON Minet House, 7th Floor

Mamlaka Road, off Nyerere Road

P.O Box Number 58567 – 00200, NAIROBI

Tel: +254-20-6952000, Fax: +254-20-6952400

Email: procurement@nockenya.co.ke,

CC: mswaleh@nockenya.co.ke; amuema@nockenya.co.ke; myambori@nockenya.co.ke; ekanyiri@nockenya.co.ke; snganga@nockenya.co.ke

during normal working hours Monday to Friday between 0800hrs to 1700hrs (East Africa Time).

1.3 Tender documents **downloaded from the website are free of charge**. Tenderers who download tender documents from the website **MUST register** giving their contact details to the Procurement department using the email(s) given in the tender document for purposes of issuance of any addendum.

Tender documents collected from the National Oil Procurement Office in **printed hardcopy attract a non-refundable fee of Kenya Shillings one thousand only (KES.1,000)** in cash deposited at the National Oil Corporation of Kenya bank accounts below:

(a)	Account Name: NATIONAL OIL CORPORATION OF KENYA Account Number: 1107169380 Bank: KENYA COMMERCIAL BANK LTD Branch: MOI AVENUE
(b)	Account Name: NATIONAL OIL CORPORATION OF KENYA Account Number: 0560292466991 Bank: EQUITY BANK LIMITED Branch: KENPIPE INDUSTRIAL AREA Swift Code: EQBLKENA NAIROBI, KENYA

NOTE: The deposit slip must bear the depositor's (bidding company) name, so as to have the National Oil receipt for the non-refundable fee issued to the correct bidding company, from

the National Oil's cashier's office at 7th Floor, AON Minet House, Mamlaka Road, off Nyerere Road.

- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and/or US Dollars and shall remain valid for a period of one hundred and twenty (120) days from the closing date of the tender.
- 1.5 Interested bidders shall be required to submit their tender documents in three (3) sealed envelopes enclosed in a larger outer envelope clearly labeled **“REQUEST FOR PROPOSAL FOR SUPPLY, INSTALLATION AND COMMISSIONING; & MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE– Tender Reference No. NOCK/PRC/03(873)”** with the instructions **“Do not open before 11th December 2014 at 1500hrs (East Africa Time)”** as below:

a) Envelope 1 – Preliminary/Mandatory Documentation

Labeled **“Preliminary/Mandatory Documentation Presentation for RFP FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)”**

This shall contain all the mandatory documents listed below as given in the Appendix to Instructions to Tenderers – Preliminary evaluation (Section 2 – Instructions to Tenderers)

(Failure to submit the mandatory requirements will lead to disqualification from the tender process)

- i) Copy of Certificate of Incorporation or Registration from tenderer's country of registration.
- ii) Copies of certified audited financial accounts and statements for the latest 2 years.
- iii) Copy of License to sell/distribute the Software and/or Letter of Manufacturer's Authorization addressed to National Oil (if the tenderer is the manufacturer, then the letter should clearly present the tenderer as the manufacturer) – Section VII.
- iv) Tender security (Bid Bond) of either Kenya Shillings One Hundred Thousand (KShs. 100,000) or United States Dollars One Thousand One Hundred (US\$1,110) in form of a bank guarantee drawn by a bank licensed and operating in Kenya or any other international bank recognized by the Central Bank of Kenya.

Tender security from an Insurance Company duly recognized by the Public Procurement Oversight Authority of Kenya (PPOA) is also acceptable.

- v) Duly filled and signed Bidder's Declaration and Integrity Pact (Section VII of tender document)
- vi) Duly filled and signed Confidential business questionnaire (Section VII of tender document)

b) Envelope 2 – Technical Proposal

Labeled: **“Technical Proposal for RFP FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)”**

This shall contain the tenderer's technical proposal in response to the tender that will be evaluated as per the technical evaluation criteria summarized in Section 2 – Instructions to Tenderers, and detailed in Annex 1. The documents clearly labeled **“Technical Proposal for RFP FOR SUPPLY, INSTALLATION AND COMMISSIONING & MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)”** shall be submitted as one (1) ORIGINAL which shall be clearly marked “ORIGINAL” as appropriate and one (1) “COPY” which shall be clearly marked as such.

NOTE: The technical proposal shall not contain any financial proposal (envelope 3) nor any mandatory documentation required for the preliminary evaluation (envelope 1). Where it contains documentation meant for envelope 1 (preliminary evaluation/mandatory documents) or envelope 3 (financial proposal), this shall lead to the tenderer being disqualified from the tendering process.

c) *Envelope 3 – Financial Proposal*

Labeled: **“Financial Proposal for RFP FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)”**

This shall contain the tenderer's financial proposal which shall compose of the duly filled comprehensive Price Schedule and duly filled Form of Tender, signed and stamped, properly bound and clearly labeled **“Financial Proposal - RFP FOR SUPPLY, INSTALLATION AND COMMISSIONING; & MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)”**

shall be submitted as one (1) ORIGINAL which shall be clearly marked “ORIGINAL” as appropriate and one (1) “COPY” which shall be clearly marked as such.

- 1.6** The completed tender documents are to be enclosed in a plain sealed envelope clearly marked **“REQUEST FOR PROPOSAL FOR RFP FOR SUPPLY, INSTALLATION, and COMMISSIONING AND MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)”** with the instructions **“Do not open before 11th December, 2014 1500Hrs (East Africa Time)”** should be addressed to:

**Chief Executive Officer
National Oil Corporation of Kenya
AON Minet House, 7th Floor
Mamlaka Road, off Nyerere Road
P.O Box 58567 – 00200, NAIROBI**

and deposited in the Tender Box at:

**AON Minet House, 5th Floor
Mamlaka Road, off Nyerere Road
P.O Box 58567 – 00200, NAIROBI**

Bulky Tenders that do not fit into the tender box are to be submitted at the Chief Executive`s Office on 7th Floor, AON Minet House, Mamlaka Road off Nyerere Road.

So as to be received on or before **11th December, 2014 at 1500Hrs (East Africa Time)**. *Late submissions shall automatically be disqualified whatever the circumstances.*

- 1.7** Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at:

**National Oil Corporation of Kenya
The Lounge/Boardroom
AON Minet House, 5th Floor
Mamlaka Road, off Nyerere Road,
NAIROBI**

For CHIEF EXECUTIVE OFFICER

2. SECTION II – INSTRUCTIONS TO TENDERER

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2.1 Introduction

- 2.1.1 National Oil Corporation will select an individual tenderer among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The tenderers are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I).
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees, will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the tenderer. In such a case the highest ranked individual tenderer in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual tenderer.
- 2.1.4 The tenderers must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, tenderers are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual tenderers to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Individual tenderers may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual tenderers invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an intended individual tenderer, amend the RFP. Any amendment shall be issued in writing,

fax or email to all invited individual tenderers and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

- 2.2.3 Clarification of tenders shall be requested by the tenderers to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The individual tenderer's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual tenderers are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical proposal, the individual tenderer must give particulars attention to the following:
 - a) If an individual tenderer considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual tenderer will not propose other individual tenderers invited to submit proposals for the assignment. Any individual tenderer in contravention of this requirement shall automatically be disqualified.
 - b) For all the staff who will be involved in the exercise of the proposals to tenderer must indicate their responsibility in the assignment and also the staff time as necessary.
 - c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.
- 2.3.4 The Technical proposal shall provide the following information;
 - a) The individual tenderer's CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual tenderer's involvement.
 - b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
 - c) A description of the methodology and work plan for performing the proposed assignment.
 - d) Any additional information requested in the special conditions of contract.
- 2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 Financial proposal

- 2.4.1 In preparing the financial proposal, the individual tenderers are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial

proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 120 days after the submission date. During this period the individual tenderer is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the tenderers who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the tenderer.

2.5 Submission, Receipt and opening of proposals

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual tenderer. Any such corrections must be initialed by the individual tenderer.

2.5.2 For each proposal the individual tenderer shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and all copies of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and marked **"Technical Proposal for RFP FOR SUPPLY, INSTALLATION, and COMMISSIONING AND MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)" and clearly marked "Do not open before 011th December, 2014 at 1500Hrs (East African Time)"**.

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the Appendix to the instructions to tenderer. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual tenderer unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual tenderer submitting the proposals.

2.5.5 After the deadline for submission of proposals, the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual tenderer's number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the

custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual tenderer wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to tenderer. Any effort by an individual tenderer to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual tenderer's proposal.
- 2.6.2 The evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

- 2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following point's criteria.
- 2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee.
- 2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderer shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual tenderer unopened.

2.8 Opening and Evaluation of Financial Proposals

- 2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual tenderer whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify all the tenderers who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.
- 2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual tenderers who choose to attend the opening. The name of the individual tenderer, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

- 2.8.3 The individual tenderer proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to tenderer. Unless otherwise stated in the appendix to the instructions to tenderers, the formula for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual tenderer achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to tenderer. The purpose of the negotiations is for the procuring entity and the individual tenderer to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual tenderer to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual tenderer whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

- 2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual tenderer that they were unsuccessful and return the financial proposals of the individual tenderers who did not pass technical evaluation.
- 2.10.2 The selected individual tenderer is expected to commence the assignment on the date indicated in the appendix to the information to tenderer or any other date agreed with the procuring entity.

2.11 Confidentiality

- 2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual tenderer who submitted the proposal or to other

persons not officially concerned with the process, until the winning individual tenderer has been notified that he/she has been awarded the contract.

2.12 Appendix to information to tenderer

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

Instructions to tenderers	Particulars of appendix to instructions to tenderer
2.1	<p>Particulars of eligible tenderer</p> <p>The tenderer shall provide the following mandatory requirements (failure to submit the mandatory requirements will lead to disqualification from the tender process – preliminary evaluation)</p> <ul style="list-style-type: none"> i) Copy of Certificate of Incorporation or Registration from tenderer's country of registration. ii) Copies of certified audited financial accounts and statements for the latest 2 years. iii) Copy of License to sell/distribute the Software and/or Letter of Manufacturer's Authorization addressed to National Oil (if the tenderer is the manufacturer, then the letter should clearly present the tenderer as the manufacturer) – Section VII. iv) Tender security (Bid Bond) of either Kenya Shillings One Hundred Thousand (KShs. 100,000) or United States Dollars One Thousand One Hundred (US\$1,110) in form of a bank guarantee drawn by a bank licensed and operating in Kenya or any other international bank recognized by the Central Bank of Kenya. v) Tender security from an Insurance Company duly recognized by the Public Procurement Oversight Authority of Kenya (PPOA) is also acceptable. vi) Duly filled and signed Bidder's Declaration and Integrity Pact (Section VII of tender document) vii) Duly filled and signed Confidential business questionnaire (Section VII of tender document) <p>The successful tenderer maybe asked to present certified copies of any legal documents above.</p> <p>Other requirements</p> <ul style="list-style-type: none"> i) The tenderer's Authority Letter to National Oil to seek references from the tenderer's clients and banks. ii) Written references in similar and/or other assignments. iii) Is not limited or debarred under any of the provisions of the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulation, 2006 to enter into a Contract;

Instructions to tenderers	Particulars of appendix to instructions to tenderer
	<p>iv) Must not be bankrupt or in the process of being wound-up and is not the subject of legal proceedings for the purposes hereof;</p> <p>v) Provide information regarding current litigation(s) in which the tenderer is involved (if any);</p>
2.4 Tender Prices	Prices shall be indicted as per Price Schedule attached-(Section v-Schedule of Requirements and Prices)
2.4.3 Tender Currencies	The currency to be used is either Kenya Shillings or US Dollars.
Documentary evidence of financial capability	The audited financial statements required must be those that are reported within twenty four (24) calendar months of the date of the tender document
1.5	<p>Tender security (Bid Bond) of either Kenya Shillings One Hundred Thousand (KES.100,000), United States Dollars One Thousand One Hundred(US\$1,110) in form of a bank guarantee drawn by a bank licensed and operating in Kenya or any other international bank recognized by the Central Bank of Kenya.</p> <p>Tender security from an Insurance Company duly recognized by the Public Procurement Oversight Authority of Kenya (PPOA) is also acceptable.</p>
Deadline for submission of Tenders 1.7	Tender closes on Thursday, 11th December 2014 at 1500hrs (East African Time).
2.5.3 Opening of Tenders	Tenders will be opened thereafter on Thursday, 11th December 2014 at 1500hrs (East African Time) in the presence of tenderers and/or their representatives who may wish to attend.
2.5	<p>Submission, Receipt and opening of proposals:</p> <p><i>a) Envelope 1 – Preliminary/Mandatory Documentation</i></p> <p>Labeled “Preliminary/Mandatory Documentation Presentation for RFP FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)”</p> <p>This shall contain all the mandatory documents listed below as given in the Appendix to Instructions to Tenderers – Preliminary evaluation (Section 2 – Instructions to Tenderers)</p> <p><i>(Failure to submit the mandatory requirements will lead to disqualification from the tender process)</i></p> <p>i) Copy of Certificate of Incorporation or Registration from tenderer’s country of registration.</p> <p>ii) Copies of certified audited financial accounts and statements for the latest 2 years.</p>

Instructions to tenderers	Particulars of appendix to instructions to tenderer
	<p>iii) Copy of License to sell/distribute the Software and/or Letter of Manufacturer's Authorization addressed to National Oil (if the tenderer is the manufacturer, then the letter should clearly present the tenderer as the manufacturer) – Section VII.</p> <p>iv) Tender security (Bid Bond) of either Kenya Shillings One Hundred Thousand (KShs. 100,000) or United States Dollars One Thousand One Hundred (US\$1,110) in form of a bank guarantee drawn by a bank licensed and operating in Kenya or any other international bank recognized by the Central Bank of Kenya.</p> <p>v) Tender security from an Insurance Company duly recognized by the Public Procurement Oversight Authority of Kenya (PPOA) is also acceptable.</p> <p>vi) Duly filled and signed Bidder's Declaration and Integrity Pact (Section VII of tender document)</p> <p>vii) Duly filled and signed Confidential business questionnaire (Section VII of tender document)</p> <p>b) <i>Envelope 2 – Technical Proposal</i></p> <p>Labeled: “Technical Proposal for RFP FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)”</p> <p>This shall contain the tenderer's technical proposal in response to the tender that will be evaluated as per the technical evaluation criteria summarized in Section 2 – Instructions to Tenderers, and detailed in Annex 1. The documents clearly labeled “Technical Proposal for RFP FOR SUPPLY, INSTALLATION, and COMMISSIONING AND MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)” shall be submitted as one (1) ORIGINAL which shall be clearly marked “ORIGINAL” as appropriate and one (1) “COPY” which shall be clearly marked as such.</p> <p>NOTE: The technical proposal shall not contain any financial proposal (envelope 3) nor any mandatory documentation required for the preliminary evaluation (envelope 1). Where it contains documentation meant for envelope 1 (preliminary evaluation/mandatory documents) or envelope 3 (financial proposal), this shall lead to the tenderer being disqualified from the tendering process.</p> <p>c) <i>Envelope 3 – Financial Proposal</i></p> <p>Labeled: “Financial Proposal for RFP FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE</p>

Instructions to tenderers	Particulars of appendix to instructions to tenderer																														
	<p>OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)”</p> <p>This shall contain the tenderer’s financial proposal which shall compose of the duly filled comprehensive Price Schedule and Form of Tender signed and stamped, properly bound and clearly labeled “Financial Proposal - RFP FOR SUPPLY, INSTALLATION, and COMMISSIONING AND MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)”</p> <p>shall be submitted as one (1) ORIGINAL which shall be clearly marked “ORIGINAL” as appropriate and one (1) “COPY” which shall be clearly marked as such.</p>																														
2.7	<p>Evaluation and comparison of tenders</p> <ul style="list-style-type: none">Tenderers will be required to pass the preliminary evaluation having submitted all the requested mandatory documentation before being considered for technical evaluation.The evaluation criteria summarized below will be used to evaluate the technical responsiveness of the tenders. The complete technical evaluation criterion for each component of the Management Systems Automation Software is given as Annex 1. <p>I. TECHNICAL EVALUATION CRITERIA</p> <p>a) The tenderer will be required to pass the preliminary evaluation having submitted all the mandatory documentation before being considered for technical evaluation.</p> <p>b) The evaluation criteria below will be used to evaluate the technical responsiveness of the tender:</p> <table><tr><th></th><th>EVALUATION CRITERIA</th><th>Marks</th></tr><tr><td>1.0</td><td>SOFTWARE</td><td></td></tr><tr><td>1.1</td><td>Must have Windows or Linux Operating System</td><td>1</td></tr><tr><td>1.2</td><td>The system should be able to integrate with Ms Active Directory</td><td>1</td></tr><tr><td>1.3</td><td>Software must support both stand-alone and web-based architecture.</td><td>1</td></tr><tr><td>1.4</td><td>Client software must Run on Windows environment.</td><td>1</td></tr><tr><td>1.5</td><td>Software must be easy to interface with other Database based systems.</td><td>1</td></tr><tr><td>1.6</td><td>Software for the proposed system must be user-friendly and Graphical User Interface (GUI) based.</td><td>1</td></tr><tr><td>1.7</td><td>Software must be customizable and configurable at the front end.</td><td>1</td></tr><tr><td>1.8</td><td>Software must be modular in approach, with similar layout in the various modules.</td><td>1</td></tr></table>		EVALUATION CRITERIA	Marks	1.0	SOFTWARE		1.1	Must have Windows or Linux Operating System	1	1.2	The system should be able to integrate with Ms Active Directory	1	1.3	Software must support both stand-alone and web-based architecture.	1	1.4	Client software must Run on Windows environment.	1	1.5	Software must be easy to interface with other Database based systems.	1	1.6	Software for the proposed system must be user-friendly and Graphical User Interface (GUI) based.	1	1.7	Software must be customizable and configurable at the front end.	1	1.8	Software must be modular in approach, with similar layout in the various modules.	1
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	1.9	The software must be fully integrated to enable cross-linking of information between modules.	5
	1.10	Software must provide analytical and reporting capabilities to create both standard and customized reports.	1
	1.11	Software must be compatible with standard e-mail systems to enable distribution of messages.	1
	1.12	Software must be able to automatically notify assigned users of system actions send reminders and escalate as appropriate.	1
	1.13	Software must have the ability to manage documents in several categories e.g. Standards, specifications, policies, procedures: both internal and external documents.	10
	1.14	Software must provide easily configurable workflows to automate various system processes e.g. document draft reviews, Nonconformities, corrective actions etc.	1
	1.15	Software must provide a standard search window using a familiar search interface.	1
	1.16	Software must provide secure password protected access for each individual user and administrator of the system.	1
	1.17	Software must be able to provide a secure, time stamped audit log/trail for all system actions.	1
	1.18	The system must have a facility for system administration and for different levels of user access.	3
	1.19	The system must be capable of being rolled out to all networked, multi site, PCs within the organization.	1
	1.20	The solution should have concurrent licenses	10
	2.0	MODULES	
	2.1	General	
	2.1.1	Capability of delivering Quality Management System functions in conformance with ISO 9001:2008 requirements.	5
	2.1.2	Ability of Software to specifically integrate Quality Management Systems with Environment Management System (ISO 14001:2004); Occupational Safety & Health Management System (KS OHSAS 18001:2007)	10
	2.1.3	Creation a central frame work for all quality and information compliance.	1
	2.1.4	Promotion of ownership and interaction with the Management System Automation Software.	1

Instructions to tenderers	Particulars of appendix to instructions to tenderer		
	2.1.5	Promotion of best practice and help to increase overall levels of training competency.	1
	2.1.6	Client interface to make it easier and efficient for users to operate the system.	1
	2.1.7	<ul style="list-style-type: none"> ▪ Availability of web browser interface for remote sites to perform the following functions. ▪ View documents; Raise change requests. ▪ Acknowledge distributions; Approve documents. ▪ Create personal search folders; Raise Corrective Action Requests via wizards; View previously raised Corrective Action Requests; Perform and complete CAPA's; Perform Audits; Raise findings; Complete reports; Sign off audits. 	4
	2.1.8	Tracking and managing user's actions, tasks and responsibilities.	1
	2.1.9	Allowance for individuals to contribute to improvement ideas across the organization.	1
	2.1.10	Sustenance of system wide communication tools.	1
	2.1.11	Sustenance of email alerts notification features for responsibilities, actions and tasks.	1
	2.1.12	Customization without any programming e.g. by the end user.	1
	2.1.13	Customizable launch pad or home page that is specific to the needs of particular users.	1
	2.1.14	Creation of customized detail reports from all screens using simple to use report designer, without need for using third party report designer tool.	1
	2.2	Document Control Module	
	2.2.1	Customizable workflow with hierarchy for multiple levels of document approval.	4
	2.2.2	Messaging to notify users of document approvals or distributions.	2
	2.2.3	Conditional messaging to remind users of tasks and responsibilities related to approving or acknowledging documents.	1
	2.2.4	Workload reporting capabilities to allow management to report on outstanding document actions and tasks.	1
	2.2.5	Link document to training record so that when document is revised it automatically notifies the user of the requirement for re-training.	1
	2.2.6	Must have the following features to maximize utility and security:	6

Instructions to tenderers	Particulars of appendix to instructions to tenderer		
		a) Electronic signatures b) Audit log of all database add/edit delete changes(although it is not a requirement for compliance it would be beneficial if the audit log should run independently of the DB so that staff can run reports and queries to monitor DB usage) c) User account lock-out d) Strong passwords support e) Password expiration f) Session time-out	
		2.2.7 Support relationships between document records in order to gain visibility over the change management process.	3
		2.2.8 Maintain search folders for easy access and sharing of data between users.	1
		2.2.9 Customize list views and save preferences.	1
		2.2.10 Capability to implement four-tier documentation for QMS (Quality Policy, Quality Manual, Procedures, Work Instructions, Standard Forms & Checklists).	4
		2.3 Corrective Actions/ Preventive Action Module	
		2.3.1 Configurable and fully customizable workflows to track ownership of all corrective and preventive actions.	2
		2.3.2 Integrated e-mail messaging capabilities.	2
		2.3.3 Conditional messaging alerts to highlight problem areas to management.	2
		2.3.4 Real-time dashboard that can be used to trend and analyze data.	1
		2.3.5 Dashboard drill down capability from graphs to record level to be able to perform real time problem solving and analysis of opportunities for improvement.	5
		2.3.6 Maintain search folders for easy access and sharing of data between users.	1
		2.3.7 Customize list views and save preference.	1
		2.3.8 Organize registration of nonconformities and effective control over their time elimination.	1
		2.3.9 Enabled with the complaint module for searching, filtering, grouping, sorting of complaints records by needed parameters.	1
		2.4 Audit Module	
		2.4.1 Manage planning and scheduling of all internal audits from a series of saved calendar views.	3
		2.4.2 Link to CAPA module to be able to track, close out corrective and preventative action tasks.	3
		2.4.3 Capability to close out audit using electronic signature.	1

Instructions to tenderers	Particulars of appendix to instructions to tenderer		
	2.4.4	Configure audit checklists for a wide variety of tasks, including, internal, external, vendor, department, individual audits and assessments.	3
	2.4.5	Notify via email all responsibilities in the audit and non-performance rectification flow.	1
	2.4.6	Compose audit reports in a consistent format corresponding to <i>ISO 19011 Guidelines for Quality and/or Environmental Management Systems Auditing</i> .	3
	2.4.7	Must be able to automatically avail files or relevant documents to involved parties through a public folder.	3
	2.4.8	Enable grouping/filtering/sorting/ quick search of appropriate audit records.	1
	2.4.9	Provide a central repository for all audit information to demonstrate system compliance.	1
	2.4.10	Continually monitor the status of each of each audit action from the time it is raised and /or captured.	1
	2.5	Analysis & Improvement Module	
	2.5.1	Have graphical interface that supports different types of graphs e.g. Pie Charts, line graph and bar charts.	1
	2.5.2	Include queries for analysis.	2
	2.5.3	Apply statistical tools such as Pareto, Linear trend line etc.	1
	2.5.4	Have drill down capabilities to record level from graph level for pin pointing opportunities for improvement (e.g., customer feedback; customer complaints vs. compliments; open complaints vs. closed complaints etc)	4
	2.5.5	Allow users to easily track non-conformities rectification, corrective and preventive actions.	3
	2.6	Equipment Module	
	2.6.1	Maintain an Asset Register of all equipment, including serial number, manufacturer, supplier, location and availability.	2
	2.6.2	Schedule and track preventive maintenance and calibration tasks.	3
	2.6.3	Send reminders and alerts for any tasks related to equipment e.g. calibration our routine maintenance tasks.	1
	2.6.4	Create own custom activities and run scheduled tasks for them e.g., we would like to create activities for equipment decontamination, risk assessments and installation.	2

Instructions to tenderers	Particulars of appendix to instructions to tenderer		
	2.6.5	Link to the CAPA module to track and manage corrective and preventative actions raised against equipment non-conformities.	3
	2.7	Supplier Module	
	2.7.1	Maintain all supplier contact details and supplier status and or rating information.	2
	2.7.2	Log all communications with supplier using notes and attachments.	1
	2.7.3	Link to the CAPA module to flag vendor non-conformities.	3
	2.7.4	Link to the Audit module to manage Supplier Audits and maintain Supplier Audit Calendar.	3
	2.8	Customer Module	
	2.8.1	Maintain a register of customer contact details.	2
	2.8.2	Link to the CAPA module to flag customer complaints.	2
	2.8.3	Track and control the full path of complaints within the organization.	3
	2.8.4	Organize access to complaints-handling process information in accordance with authorization levels.	1
	2.8.5	Must be able to log communications with the customer using notes and attachments.	1
	2.8.6	Customer complaints/feedback should be able to be generated using configurable wizard templates.	1
	3.0	IMPLEMENTATION, TRAINING AND CONSULTANCY	
	3.1	Experience in implementing a Management Systems Automation Software in at least five (5no.) organizations, including within a similar industry. <i>(1no. mark per organization)</i>	5
	3.2	Ability to provide professional services to assist in all areas of the implementation. <i>Bidders to provide evidence of at least 3no. References, physical address and contact person(s). (1no. mark per Reference).</i>	3
	3.3	Bidder to submit a comprehensive and structured implementation methodology outlining how the Management System Automation Software will be timely delivered to National Oil. <i>Use of Gantt Charts is recommended. The plan should clearly outline project initialization, system delivery, documentation, operation, after delivery</i>	3

Instructions to tenderers	Particulars of appendix to instructions to tenderer		
		3.4 Ability to provide an e-learning platform that can allow users to train on the system in their own time and from any PC with Web Access.	1
		3.5 Training and knowledge transfer. <i>Bidder to submit Training Plan for Users.</i>	2
		3.6 Experience in design, supply, installation, documentation, commissioning and maintenance of effective Management Systems Automation Software. National Oil will conduct background checks. Evidence of at least 3no. References must be provided. National Oil will conduct reference checks at the time of evaluation. National Oil will visit any 3no. Sites where the Project was implemented. <i>Bidders must provide a comprehensive Profile, detailed current and signed Curriculum Vitae (CV) and Letters of Reference from Clients where they have supplied, installed and commissioning and maintained the proposed Management Systems Automation Software.</i>	3
		3.7 Work experience and competency of Resource Persons with respect to design, supply, installation, documentation, commissioning and maintenance of effective Management Systems Automation Software. <i>Bidder must attach detailed current and signed CVs and copies of relevant Technical Certificates of the proposed Resource Persons.</i>	1
		3.8 Work experience and competency of Resource Persons with respect to design, supply, installation, documentation, commissioning and maintenance of proposed Management Systems Automation Software. <i>Bidder should attach detailed current and signed CVs and copies of relevant Technical Certificates of the proposed Resource Persons.</i> <ul style="list-style-type: none"> • Above 3 years' (2 Marks) • 0 - 3 years (1 Mark) 	2
		3.9 Bidder's ability to provide a minimum of 3no. Resource Persons with relevant experience and competency in timely implementation of the proposed Management Systems Automation Software. <i>(1no. mark per Resource Person with</i>	3

Instructions to tenderers	Particulars of appendix to instructions to tenderer		
		<p><i>relevant credentials/certification(s) for proposed solution)</i> Bidder should attach detailed current and signed CVs and copies of relevant Technical Certificates of the proposed Resource Persons.</p>	
		4.0 DESIRED VENDOR PROFILE	
		<p>4.1 Vendor must have local partner capable of providing implementation and support services. Local partner must have had relationship with developer for >3 years and have completed at least 5no.successful implementations. <i>(At least one local partner – 2 marks)</i></p>	2
		<p>4.2 Vendor should have at least 1,000 active customers on the current versions of the software product. Bidders must submit evidence.</p>	1
		<p>4.3 Vendor must have been in business supplying Management Systems Automation Software services for at least 5 years. <i>(5 years and above – 3 marks; below 5 years – 0 marks)</i> Bidders must submit evidence.</p>	3
		<p>4.4 Bidder's demonstration of Technical Team's proof of installation, documentation, commissioning and/or maintenance of proposed Management Systems Automation Software from at least two (2no.) previous and/or existing Client sites for the last two (2no.) years. <i>(2no. mark for each staff up to three staff for the last 2no. years)</i> Bidder must attach copies of Job Cards for previous tasks related to installation, documentation, commissioning and/or maintenance of proposed Management Systems Automation Software at previous and/or existing Client sites for the last two (2no.) years.</p>	6
		<p>4.5 Detailed viable Proposal for Value addition from Bidder (the Proposal should clearly bring out any value proposition/addition for proposed Management Systems Automation Software at National Oil).</p>	5
		<p>4.6 National Oil staff will conduct mandatory physical due diligence at Bidders' physical office to assess technical capacity of Bidder to deliver proposed Management Systems Automation Software.</p>	5
		<p>4.7 National Oil staff will conduct mandatory physical due diligence at 2no. Bidders' Client Sites to confirm capability of proposed Management System functionalities as submitted by Bidder.</p>	10

Instructions to tenderers	Particulars of appendix to instructions to tenderer							
	<table><tr><td></td><td>TOTAL MARKS</td><td>230</td></tr><tr><td colspan="2"></td><td></td></tr></table>		TOTAL MARKS	230				<p>To be considered technically responsive the tenderers must score a minimum of 80% of the total 230 points summarized above. Only tenderers who score 80% and above will proceed to the financial evaluation.</p> <p>Tenderers whose Technical Proposals do not meet the minimum qualifying pass mark of 80% shall have their Financial Proposals returned unopened.</p> <p>Each responsive Proposal will be given a technical score (St) weighted out of 80.</p>
	TOTAL MARKS	230						
	<p>FINANCIAL EVALUATION & OVERALL SCORING</p> <p>The financial proposals will be given a weight of 20</p> <p>The formulae for determining the Financial Score (Sf) shall be; Sf = 20 X Lp/P</p> <p>Where: Sf is the financial score; Lp is the lowest priced financial proposal; and P is the price of the proposal under consideration.</p> <p>Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T= the weight given to the Technical Proposal and P=the weight given to the Financial Proposal);</p> <p>Total combined score (I) = T + P.</p> <p>The combined technical and financial score, S, is calculated as follows:-</p> <p>I = T + P Where T = technical score weighted out of 80 P = financial score weighted out of 20</p> <p>The firm achieving the highest combined technical and financial score will be invited for negotiations at a date to be communicated, which will inform award. Negotiations will be held at National Oil Corporation of Kenya, AON Minet House, 7th Floor, Mamlaka Road, off Nyerere Road, P.O Box 58567 – 00200, Nairobi</p>							
2.9 Award of tender	<p>Award for RFP For Supply, Installation, Commissioning and Maintenance of Management Systems Automation Software, will be to the technically successful tenderer, upon successful Due Diligence.</p> <p>The final award price will be arrived at after all components & critical items of supply have been fully agreed on during negotiations.</p>							

Instructions to tenderers	Particulars of appendix to instructions to tenderer
Particulars of performance security	<p>The amount of Performance Security will be 10% of the overall total tender price, in the format of the Performance Security Form provided in the tender document in the form of a bank guarantee drawn by a bank licensed and operating in Kenya or a foreign bank recognized by the Central Bank of Kenya.</p> <p>This is to be provided by the successful tenderer after award</p>
Section VII	<p>It is a requirement that both National Oil and prospective suppliers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts.</p> <p>In pursuance of this policy, National Oil requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of National Oil and/or procurement/management staff with decision making responsibility or influence occurs. In this regard, National Oil will require all tenderers to sign, as part of the tender documents, an Integrity Pact (Section VII – Standard forms). Non-delivery of the Bidders Declaration and Integrity Pact (Section VII – Standard forms) duly undersigned by the Chief Executive or Legal Representative of the tendering party will result in exclusion of the bid/ quotation from the procurement process.</p> <p>National Oil reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process.</p>

3. SECTION III – DESCRIPTION OF PRODUCTS AND SERVICES

TERMS OF REFERENCE FOR TENDER FOR SUPPLY INSTALLATION, COMMISSIONING, & MAINTENANCE OF MANAGEMENT SYSTEMS (MS) AUTOMATION SOFTWARE FOR NATIONAL OIL

I. BACKGROUND

National Oil has established, implemented and maintained a manual (not automated) Quality Management System and certified against ISO 9001:2008 since 2008. The Corporation is in the process of laying the groundwork for implementing Environmental Management System (EMS) against ISO 14001:2004 and Occupational Safety and Health Management System (OSHMS) against KS OHSAS 18001:2007.

The Corporation has set out a strategic goal of transforming ICT to a key enabler of business by leveraging ICT as a business enabler and driver of competitiveness. In this regard, National Oil intends to procure a Management System Automation Software to aid in streamlining business systems. This will eradicate many tedious & time-consuming manual business tasks thus making their management more effective, processes better controlled and clearer visibility of operations. It will also lead to more efficient information storage and recall. The ultimate outcome of such software will be increased efficiency, staff accountability, improved customer service, and greater value to the business.

The objective is to have a management systems automation software that can be used by a minimum of 20 concurrent users and is *upgradable/scalable* to accommodate more users.

II. TERMS OF REFERENCE

GENERAL MANAGEMENT SYSTEMS AUTOMATION SOFTWARE SPECIFICATIONS

The strategic intent of the Management Systems Automation Software should be to:

- Decrease bureaucracy and related costs associated with Safety, Health, Environment & Quality Management.
- Create a central framework for managing all Quality, Safety, Health & Environment compliance information.
- Facilitate continuous improvement through better analysis.
- Promote ownership and interaction with the Management Systems across the enterprise.

a) Software

- i. Software must have ability to integrate with Microsoft Active Directory and Outlook or similar e-mail system using SMTP.
- ii. Client side of application should be Microsoft Windows® compatible (Windows 7, 8, and 8.1)
- iii. Server side of application can be based on any of the following operating systems (Redhat Linux or Windows).

b) Technology

- i. Application must be Microsoft windows compatible.
- ii. Operating System and Database – suitable vendor compatible with specified operating system.
- iii. Integration with Active directory.
- iv. Integration with Outlook or similar e-mail system using SMTP.

c) Attributes

- i. Provide secure password protected access for each individual User and Administrator of system.
- ii. Provide password policy setting or Active directory integrated authentication mechanism.
- iii. Provide a secure, time stamped audit log/trail for all system actions.
- iv. Handle ad hoc query, search and report building capabilities.
- v. The system must have a facility for system administration and for different levels of user access.
- vi. The system must be capable of being rolled out to all networked, multi site, PCs within the organization.
- vii. The supplier must indicate the cost of annual support and maintenance.
- viii. Must have the following features to maximise utility and security.
 - Electronic signatures
 - Audit log of all database add/edit delete changes (although it is not a requirement for compliance it would be beneficial if the audit log should run independently of the DB so that staff can run reports and queries to monitor DB usage).
 - Intruder lock-out
 - Strong passwords
 - Password expiration
 - Session time-out

d) User Interface

- i. Must have thick client interface to make it simple and efficient for users to operate the system.
- ii. Must have web browser interface for remote sites to perform key system functions such as Document Control, Audits and Corrective Actions.
- iii. Must have customisable step by step wizard based forms to make it simple for users to input data quickly and accurately.
- iv. User interface must be customisable without any programming e.g. by the end user.
- v. All modules must have an almost identical layout to make it simple for user navigation.
- vi. Must have customisable launch pad or home page that is specific to the needs of particular users. This should contain all relevant actions and modules that are specific to their job role. This should give them access to relevant information at the point of need.
- vii. Must be able to create customised detail reports from all screens using simple to use report designer, without the need for using a third party report designer tool.

e) Documentation (*Forms, Templates, Procedures, Work Instructions, Policies, Manuals, External documents*)

- i. Must have flexibility to design, develop, and align to existing business processes where possible.
- ii. Must have ability to alert (smart) or notification for review of documents.
- iii. Must have ability for approval on the System with comments and history memory.
- iv. Must have ability for archiving.
- v. Must have ability to register, control and distribution.
- vi. Must have ability for access control based on user level and audit trail.
- vii. Must have ability to request for review.
- viii. Must have ability to link referenced documents.
- ix. Must have ability for identification and referencing.
- x. Must have ability to manage obsolete documents.

f) Modules

- i. Modules must be designed in conformity with Quality Management Systems (ISO 9001:2008), Environmental Management Systems (ISO 14001:2004), and OHSAS 18001:2007. They must have flexibility to design.
- ii. Must have Environmental Management functionality (Aspects/impacts evaluation), regulatory compliance.
- iii. Must have Hazard and Risk Management/Assessment functionality – based on frequency, likelihood, impact.
- iv. Must have regulatory compliance (Legal register for Safety, Health, Environment and Quality and other business functions) functionality.
- v. Must have Quality (KPIs, process monitoring, nonconformity, continual improvement) functionality.
- vi. Training Management functionality (scheduling, alerts, scores, records).
- vii. Must have Contractor Management functionality (Safety Method Statements, Permit to Work, Inspection Reports)
- viii. Must have Asset Management functionality (Inspections, Calibrations, Records, Reports)
- ix. Must have Customer Management functionality (receipt of feedback, monitoring, close out, Service Charter monitoring)
- x. Must have functionality for Regulatory compliance whereby users could upload and archive Legal Register, Legislations, Acts, and Rules.
- xi. Must have Audits/ Inspections functionality whereby users schedule, report, corrective actions, close out.
- xii. Must have Meetings Management functionality (Management Reviews, Health & Safety Committee, Departmental, Management, Tender Committee among others).
- xiii. Must have ability for generate reports (crystal, standard, dashboards, customisable boards)
- xiv. Must have ability to implement all aspects of OHSAS 18001.
- xv. Must have ability for corrective and preventive action (track, monitor and close out).
- xvi. Must have ability for Process monitoring.

g) System

- i. System must have smart tool tips.
- ii. Must have ability to send alerts/notifications by mail, short message text (SMS).
- iii. Must have ability for escalation within workflows.
- iv. Must have a search and sort tool(s).
- v. Must have ability for audit trail.

- vi. Must have ability for hierarchical access structure (Administrator, Supervisor, User).
- vii. Must be deployable on local Server, Cloud.

h) Document Module Features

- i. Must have customisable workflow with hierarchy for multiple levels of document approval.
- ii. Must have integrated messaging to notify users of document approvals or distributions.
- iii. Must have conditional messaging to remind users of tasks and responsibilities related to approving or acknowledging documents.
- iv. Must have workload reporting capabilities to allow management to report on outstanding document actions and tasks.
- v. Must be able to link document to training record so that when document is revised it automatically notifies the user of the requirement for re-training.
- vi. Must support relationships between document records in order to gain visibility over the change management process.
- vii. Must have capability to maintain search folders for easy access and sharing of data between users.
- viii. Must have capability to customise list views and save preferences.
- ix. Must be able to remind users of preset/predetermined review periods for documents.
- x. Must have capability to manage obsolete documents.
- xi. Must have capability to upload a centrally managed Legal Register as well as capability to retrieve repealed Statutory Laws/ legal requirements.

i) Audit Module Features

- i. Must be able to manage planning and scheduling of all audits from a series of saved calendar views.
- ii. Must be able to link to Corrective Action/Preventive Action (CAPA) module to be able to track, close out corrective and preventative action tasks.
- iii. Must have capability to close out audit using electronic signature.
- iv. Must be able to configure audit checklists for a wide variety of tasks, including, internal, external, vendor, department, individual audits and assessments.

j) CAPA (Corrective Action/Preventive Action) Module Features

- i. Must have configurable and fully customisable workflows to track ownership of all corrective and preventative actions.
- ii. Must have integrated e-mail messaging capabilities.
- iii. Must have conditional messaging alerts to highlight problem areas to management.
- iv. Must have real-time dashboard that can be used to trend and analyse data.
- v. Must have dashboard drill down capability from graphs to record level to be able to perform real time problem solving and analysis of opportunities for improvement.
- vi. Must be able to maintain search folders for easy access and sharing of data between users.
- vii. Must be able to customise list views and save preferences.

k) Training Module Features

- i. Must have capability to build pre-set training plans based on job role.

- ii. Must have a competency based framework that can be customised to match the specific needs of our training programme.
- iii. Must provide integration with employee records to be able to demonstrate employee competency.
- iv. Must link to document records to manage procedure-based training.
- v. Must have integrated messaging to notify individuals and management about training tasks and activities.

l) Customer Module Features

- i. Must be able to maintain all customer contact details.
- ii. Must provide for recording of customer feedback (complaints and compliments) and communications using notes and attachments.
- iii. Must be able to link to the CAPA module to flag customer related non-conformances.
- iv. Must be able to link to the Audit module to manage customer audits.

m) Supplier Module Features

- i. Must be able to maintain all supplier contact details and supplier status and or rating information.
- ii. Must be able to log all communications with supplier using notes and attachments.
- iii. Must be able to link to the CAPA module to flag vendor non-conformances.
- iv. Must be able to upload Supplier Evaluation criteria and generate reports based on Supplier Evaluation exercises.
- v. Must be able to link to the Audit module to manage supplier audits and maintain supplier audit calendar.

n) Equipment Module Features

- i. Must be able to maintain an Asset Register of all equipment, including serial number, manufacturer, supplier, location and availability.
- ii. Must be able to schedule and track activities such as preventative maintenance and calibration tasks.
- iii. Must be able to send reminders and alerts for any tasks related to equipment e.g. calibration our routine maintenance tasks.
- iv. User ability to create own custom activities and run scheduled tasks for them e.g., User would be in a position to create activities for Site renovation, risk assessments and installations.
- v. Must link to the CAPA module to track and manage corrective and preventative actions raised against equipment non-conformances.

o) People Module Features

- i. Must be able to manage records for all employees including:
 - Training history with a record of competencies achieved.
 - Training plans for specific job roles to allow targeting for personal development of staff.
 - Scheduling, planning, tracking of annual reviews and recording outcomes.
- ii. Must be able to attach copies of certificates.
- iii. Must be able to attach a personal photograph.

- iv. Must be able to restrict access to the records using security to right to keep personal information confidential.

p) Analysis Module Features

- i. Must have graphical interface that supports different types of graphs, e.g. Pie Charts, Line Graphs and bar charts.
- ii. Must be able to include queries for analysis.
- iii. Must be able to apply statistical tools such as Pareto and Linear trend line.
- iv. Must have drill down capabilities to record level from graph level for pin pointing opportunities for improvement.

q) Implementation, Training and Consultancy

The chosen vendor must have the following skills and expertise:

- i. Experience in implementing MS Automation in at least ten 10no. organisations
- ii. Local references in Kenya, including energy sector organisations.
- iii. Ability to provide professional services locally to assist in all areas of the implementation
- iv. A structured implementation methodology.
- v. Ability to provide customised training courses and training courseware.
- vi. Ability to provide an e-learning platform that can allow users to train on the system in their own time and from any PC with web access.

r) Desired Vendor profile

The following criteria are designed to protect our organisation from unnecessary exposure to risk by only working with well-established vendors that have a proven track record of success in delivering a similar solution to our requirements.

- i. Developer must have local partner capable of providing implementation and support services. Local partner must have had relationship with developer for >3 years and have completed at least 10 successful implementations within the local area.
- ii. Proposed Software must have at least 1,000 active customers on the current versions of the software product.
- iii. Developer must have been in business supplying Management System Software and services for at least five (5no.) years.
- iv. Developer shall submit Server and other hardware specifications after successful evaluation and award.

s) Other Requirements

1. Bidders to state all costs that will accompany the supply installation, documentation, commissioning, and maintenance of Management System Automation Software for National Oil. Any hidden costs by bidders will lead to automatic disqualification.
2. Bidders to provide a Price Schedule for all items [software, hardware (including Server), technical support] relating to the supply installation, documentation, commissioning, and maintenance of Management System Automation Software for National Oil.

3. The successful bidder will offer support with regard to installation, documentation and maintenance of Management System Automation Software for National Oil.
4. The successful bidder will offer training to National Oil staff with regard to optimal usage of the supplied and installed Management System Automation Software.
5. The successful bidder must have a dedicated technical support team on call who will respond to technical challenges experienced within 24 hours.
6. The successful bidder will agree on a Service Level Agreement as well as planned Maintenance Schedule with National Oil upon contract signing.
7. Bidders to provide Clients 'current e-mail addresses, fax and telephone numbers of institutions where the Management System Automation Software has been deployed.
8. The bidder must specify the facilities, resources and means (with scope and deadlines) that National Oil must provide, as well as tasks to be performed by their Resource team in project management in order to prepare for subsequent project impact analysis of non-compliance or delays.

4. SECTION IV – TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the tenderer.

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the tenderer including Curriculum vitae (CV)
- (c) Comments and suggestions of the tenderer on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times' schedule.
- (g) All other requirements

(To be prepared by the tenderer as appropriate)

a) **TECHNICAL PROPOSAL SUBMISSION FORM**

[_____ *Date*]

To: National Oil Corporation of Kenya
P.O Box 58567 – 00200
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for _____
_____ *[Title of the services]* in accordance with your Request
for Proposal dated _____ *[Date]* and our Proposal. We are hereby
submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed
under a separate envelope.

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*

_____ *[Name of Firm]*

_____ *[Address:]*

b) FIRM'S REFERENCES

Relevant Services carried out in the last Five Years that Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
	Approx. Value of Services (KES.)
Name of Associated Tenderer. If any:	No of Months of Professional Staff provided by Associated Tenderer:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

c) **COMMENTS AND SUGGESTIONS OF TENDERER ON THE TERMS OF REFERENCE FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE.**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

d) **DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

e) **TEAM COMPOSITION AND TASK ASSIGNMENTS**

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

f) **FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ **Nationality:**

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.



_____ **Date:** _____
[Signature of staff member]

_____ **Date;** _____
[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

g) **TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Weeks (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of weeks

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

h) FORMAT OF ACTIVITY (WORK) SCHEDULE

(a). Activity

[1st, 2nd, etc, are weeks/days from the start of assignment)

	1 st	2 nd	11 th	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	17 th
Activity (Work)												

NB: Please note that, the format depicts an example (prototype) of the timelines. However the actual timelines need to be provided.

(b). Highlight the reports to be submitted at prescribed estimate intervals

<i>Details of report remarks</i>	<i>Estimate Date intervals</i>

5. SECTION V – FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the tenderer. It shall contain the following.

- (a) Submission letter indicating total fees – Form of Tender
- (b) The tenderer's Financial Proposal which shall compose of the duly filled, signed and stamped comprehensive Price Schedule submitted in the format given.
- (c) Hard copies of the duly filled Form of Tender, and printed duly filled Price Schedule signed and stamped and clearly labeled **“Financial Proposal - RFP FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF MANAGEMENT SYSTEMS AUTOMATION SOFTWARE – Tender Reference No. NOCK/PRC/03(873)”**

shall be submitted as one (1) ORIGINAL which shall be clearly marked “ORIGINAL” as appropriate and one (1) “COPY” which shall be clearly marked as such.

(To be prepared by the tenderer as appropriate)

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ *[Date]*

To: National Oil Corporation of Kenya
P.O Box 58567 – 00200
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for (_____) *[Title of the services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. PRICE SCHEDULE OF PRODUCTS (a separate sheet in the same format may be used in event that the space provided is limited)

Name of Tenderer _____

Tender Number _____ Page ____ of _____

	Description	Users	Unit price (USD/KES.) <i>specify the currency</i>	% Discount offered on the unit price	Unit price after discount	Support & Maintenance Fees	Total Price (unit price after discount <i>inclusive 16% VAT</i>
1	Management System Automation Software	20 concurrent users - upgradable					
2	Licenses						
3	Additional charges <i>to be clearly defined by the tenderer</i>						
	TOTAL (USD)/KSHS						

NB: The Bidder should clearly indicate the total price and the percentage of the taxes chargeable if applicable)

Bidders are to give the prices in the format given above with no deviation from the template above. For any additional proposed offer the bidders are to attach a separate price sheet.

No hidden costs are allowable and any hidden costs that may arise during contract implementation will lead to termination of the contract. The bidders are to give a fully exhaustive pricing in line with the terms of reference and National Oil's requirements.

Signature of tenderer _____

Company Stamp:

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

FINANCIAL PROPOSALS

1. The financial proposals are to be filled in the Price Schedule (enclosed as Price Schedule for supply, installation, commissioning and maintenance of Management Systems Automation Software at National Oil)
2. The Bidders are to attach a separate price schedule sheet detailing additional proposed offer.
3. In addition, the bidders are to give their preferred payment schedule which must be incorporated in their financial proposal. The final payment schedule will be agreed upon with the successful bidder during contract drafting negotiations.

NOTE:

- a) Bidders must sign and stamp the hard copies of their duly filled Price Schedule.
- b) In case of discrepancy between unit price and total, the unit price shall prevail.

NO HIDDEN COSTS ARE ALLOWABLE. If during contract execution it arises that there are hidden costs then contract termination will be effected.

6. SECTION VI – STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL TENDERER (Lump-sum payments)

This Agreement, [hereinafter called “the Contract”) is entered into this _____ [insert starting date of assignment], by and between.

_____[Insert Client’s name] of [or whose registered office is situated at] _____[insert Client’s address] (hereinafter called “the Client”) of the one part AND

_____[Insert Tenderer’s name] of [or whose registered office is situated at] _____[insert Tenderer address] (hereinafter called “the Tenderer”) of the other part.

WHEREAS the Client wishes to have the Tenderer perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Tenderer is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
 - (i) The Tenderer shall perform the Services Specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part of this Contract.
 - (ii) The Tenderer shall provide the personnel listed Appendix B, “Tenderer’s Personnel,” to perform the Services.
 - (iii) The Tenderer shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Tenderer’s Reporting Obligations.”

(Appendices A, B, and C to be prepared as appropriate)

2. **Term** The Tenderer shall perform the Services during the period commencing on _____[insert starting date] and through to _____[insert completion date],
or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment**
 - A. Ceiling
For Services rendered pursuant to Appendix A, the Client shall pay the Tenderer an amount not to Exceed _____[insert amount]. This amount has been established based on the understanding

that it includes all the Tenderer's costs and profits as well as any tax obligation that may be imposed on the Tenderer.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C).

KES. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and

KES. _____ upon the Client's receipt of the Final report, acceptable to the Client.

KES. _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Tenderer of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Tenderer for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator

The Client designates _____ [insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix C, "Tenderer's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Tenderer undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Tenderer shall promptly replace any employees assigned

under this Contract that the Client considers unsatisfactory.

6. **Confidentiality** The Tenderer shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. **Ownership of Any studies, reports or other material, graphic, Material software or otherwise prepared by the Tenderer for the Client under the Contract shall belong to and remain the property of the Client. The Tenderer may retain a copy of such documents and software.**
8. **Tenderer Not The Tenderer agrees that during the term of this to be Engaged Contract and after its termination the Tenderer in certain and any entity affiliated with the Tenderer shall Activities be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.**
9. **Insurance** The Tenderer will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Tenderer shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and Kenya and the language of the Contract shall be Language English language**
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

For the Tenderer



Full name _____

Title _____

Signature _____

Date _____

Full name _____

Title _____

Signature _____

Date _____

7. SECTION VII – STANDARD FORMS

Notes on the Standard Forms:

a) Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

b) Price Schedule

The tenderer is to fill in the prices as per this schedule the total of which is to be transferred to the form of tender.

c) Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

d) Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

e) Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

f) 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 sum provided herein or in another form acceptable to the procuring entity.

g) Bank Guarantee for Advance Payment

When there is an agreement to have Advance payment, this form must be duly completed.

h) Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.1 **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

- 1 Having examined the tender documents including Addenda Nos.
[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
- 3 If our Tender is accepted, we will obtain the guarantee of a bank in a sum of 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 tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5 This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
- 6 We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 **PRICE SCHEDULE OF PRODUCTS**

The Price Schedule for Supply, Installation, Commissioning And Maintenance Of Management Systems Automation Software at National Oil are given to the tenderers in prescribed format as provided in Section V.

The tenderer is expected to compile all the total costs in the Price Schedule, total of which is to be transferred to the Form of Tender (Section VII).

Prices quoted should be inclusive of VAT – the tenderer should clearly state that their prices are inclusive of VAT.

No hidden costs shall be allowed.

Name & Signature of tenderer (authorized signatory)

Stamp _____

7.3 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. 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 E mail
 Nature of Business,
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – KSHS... ..
 Name of your bankers Branch

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <p>• Citizenship details</p>																								
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.				
Name	Nationality	Citizenship Details	Shares																						
1.																						
2.																						
3.																						
4.																						
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company -</p> <p>Nominal KSHS.. ..</p> <p>Issued KSHS</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
Name	Nationality	Citizenship Details	Shares																						
1.																						
2.																						
3.																						
4.																						
5.																						
<p>Date Seal/Signature of Candidate</p>																									

7.4 TENDER SECURITY FORM

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 equipment]
(Hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at
(Hereinafter called “the Bank”), are bound unto [Name of procuring entity]
(Hereinafter called “the Procuring entity”) in the sum of
For which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

7.5 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 goods] and has accepted a tender
by the tenderer for the supply of those goods in the sum of
[*Contract price in words and figures*] (Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part
of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) 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
goods and to remedy the defects therein in conformity in all respects with the provisions of
this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
provisions of the goods 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 _____)

7.6 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [*reference number of the contract*] dated _____ 20 _____ to _____ 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 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 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 dprove 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 or financial institution*]

[*address*]

[*date*]

7.7 **BANK GUARANTEE FOR ADVANCE PAYMENT**

To
[name of Procuring entity]

[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 an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], 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 there-under 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 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]

7.8 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS [name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [reference of the Tender] for the above goods manufactured by us.

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

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

7.9 BIDDER'S DECLARATION AND INTEGRITY PACT

7.9.1 Bidder's Declaration

We/I the undersigned, in the capacity of
..... for [name of the
company/firm/individual] certify that the **bidder is not in any of the following situations**:

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

7.9.2 Integrity Pact

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for _____, all personnel of _____ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by National Oil Corporation of Kenya (herein referred to as NATIONAL OIL) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by NATIONAL OIL for a period of two (2) years. If proven as a fact that we have offered bribes to NATIONAL OIL or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years. If proven that we have offered bribes to NATIONAL OIL or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years.
3. In case it is proven that we have offered bribes to a related official or a NATIONAL OIL official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and NATIONAL OIL, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.



5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, NATIONAL OIL to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.
- 6 The bidder authorizes NATIONAL OIL, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/Managing Director)

Full Name printed: _____

7.10 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 ACCOUNTING OFFICER