



**TENDER NO. JOOUST/ONT/053/2020/2021**

**SUPPLY, DELIVERY, INSTALLATION, TESTING, TRAINING OF USERS AND  
COMMISSIONING OF AUDIT SOFTWARE**

**CLOSING DATED: 10<sup>TH</sup> FEBRUARY, 2021**

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**SECTION I: INVITATION TO TENDER:**

Jaramogi Oginga Odinga University of Science and Technology, situated along Bondo-Usenge road invites interested and eligible candidates for the provision of the under listed services:

<b>TENDER REF. NO</b>	<b>TENDER DESCRIPTION</b>	<b>CLOSING</b>
<b>JOUST/ONT/053/2020/2021</b>	<b>SUPPLY, DELIVERY, INSTALLATION, TESTING, TRAINING OF USERS AND COMMISSIONING OF AUDIT SOFTWARE.</b>	<b>WEDNESDAY 10<sup>TH</sup> FEBRUARY 2021</b>

Tender documents with detailed specifications can be obtained from the **Procurement Office**, Jaramogi Oginga Odinga University of Science and Technology, on payment of a non-refundable fee of **Kshs 1,000.00** during normal working hours from Monday to Friday or deposited in Jaramogi Oginga Odinga University of Science and Technology Account Number **1113046066 at Kenya Commercial Bank- (KCB) Bondo Branch**. The document may also be downloaded for free from [www.joust.ac.ke](http://www.joust.ac.ke). Tenderers shall be required to submit a copy of the payment receipt with the tender document.

Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings and should remain valid for 120 days after date of tender opening.

**Each copy of the submitted tender shall be appropriately serially paginated.**

The Tenderer must provide a self-declaration that the firm is not debarred from participating in Public Procurement and also provide a self-declaration that the firm will not engage in any corrupt practice in the format attached.

The tender document in plain sealed envelope with tender reference no. and marked “**SUPPLY, DELIVERY, INSTALLATION, TESTING, TRAINING OF USERS AND COMMISSIONING OF AUDIT SOFTWARE**” should be submitted to:

**The Vice-Chancellor,  
Jaramogi Oginga Odinga University of Science and Technology,  
P.O. Box 210-40601  
BONDO.**

The completed tender document **MUST** be placed inside the tender box in the administration block on or before **Wednesday, 10<sup>th</sup> February, 2021 at 11.00am.**

Opening will be done immediately thereafter in the Assembly hall in the presence of suppliers who choose to attend. Late submissions will be rejected and returned unopened.

**The guidelines for the Management and prevention of the Covid 19 pandemic shall apply.**

The University reserves the right to accept or reject any tender and may annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tenderer or tenderers.. Canvassing will lead to automatic disqualification.

**THE VICE CHANCELLOR**

## **SECTION II – INSTRUCTIONS TO TENDERERS**

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## **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, council members and their relatives (spouses and children) are not eligible to participate in the tender pursuant to section 59 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. **1,000/=**.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
- 2.2.4 The tender may also be downloaded for free from JOOUST website:  
[www.jooust.ac.ke](http://www.jooust.ac.ke)

## **2.3 Contents of tender documents**

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to Tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements

- v) Details of service
- vi) Form of tender
- vii) Price
- schedules viii)
- Contract form
- ix) Confidential business questionnaire form
- x) Tender Security Form
- xi) Performance Security Form
- xii) Principal's or Manufacturer's authorization
- form xiii) Declaration form

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

## **2.4 Clarification of Documents**

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

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

## **2.5 Amendment of Tender Documents**

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9, 2.10 and 2.11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted; and
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential Business Questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price Schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

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

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

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

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

## **2.12 Tender Security**

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

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

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shilling s or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of



tender validity prescribed by the Procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

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

(i) To sign the contract in accordance with paragraph 30

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r

(ii) To furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph

2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

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

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind

the tenderer to the contract. All pages of the tender, except for un amended printed literature, shall be initialed by the person or persons signing the tender.

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

## **2.15 Sealing and Marking of Tenders**

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

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE WEDNSDAY 10<sup>th</sup> FEBRUARY, 2021 AT 11.00 AM.**

- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **WEDNSDAY 10<sup>th</sup> FEBRUARY, 2021 AT 11.00 AM.**

- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## **2.17 Modification and Withdrawal of Tenders**

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

- 2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed,

marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at **WEDNESDAY 10<sup>th</sup> FEBRUARY, 2021 AT 11.00 AM**. representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.19 Clarification of tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will not be rectified on the following basis. As per Section 82 of PPAD 2015.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and Comparison of Tenders.**

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) Operational plan proposed in the tender;
  - (b) Deviations in payment schedule from that specified in the Special Condition of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be

applied (a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

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

## **2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

## **2.24 Award of Contract**

**a) Post qualification**

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**b) Award Criteria**

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

**2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to

clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to clause 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to clause 2.12

## **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

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

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

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

**APPENDIX A: ADDITIONAL INSTRUCTIONS TO THE TENDERERS**

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

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.1	<ol style="list-style-type: none"> <li>1. Must be a registered Company, licensed to provide the services tendered for.</li> <li>2. Must have been in existence for a minimum of Five Years as a Registered Company.</li> <li>3. Must have carried out similar assignments. (Evidence must be attached)</li> <li>4. Authorized vendors of the Software if different from the bidder.</li> </ol>
2.10	Other Currencies are not allowed except for Kenya Shillings
2.11	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation</li> <li>2. Letter of Authorization by the Software developer if different from the bidder</li> <li>3. Recommendation letters from the indicated Clients.</li> <li>4. Duly filled Confidential Business Questionnaire</li> <li>5. Bid Bond(2% of the Bid amount) valid for 120 days from the date of Tender Opening from a commercial bank.</li> <li>6. PIN/VAT Certificate</li> <li>7. Valid Certificate of Tax Compliance</li> <li>8. Any other requirement stipulated in the Tender Advertisement</li> <li>9. Audited Accounts for the last 3 consecutive years 2020,2019,2018</li> <li>10. All Software Architecture, System Designs and Technical Drawings for inspection</li> <li>11. Lump sum Tender amount provided.</li> </ol>
2.12	The Tender Security shall be 2% of the bid amount.
2.16	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.



2.22

Evaluation Criteria is attached separately at the end of the Document.

The following Mandatory Requirements **must be met** by the tenderer notwithstanding other requirements in the tender documents: -

**a) Mandatory Requirements (MR)**

No.	Requirements	Responsive or Not Responsive
MR1	Must be a registered Company, licensed to provide the services tendered for. (Certificate of Incorporation must be attached)	
MR2	Must have been in existence for a minimum of Five Years as a registered Company.	
MR3	Must have carried out at least three (3) similar assignments. (Evidence must be attached including copies of certificates of completion)	
MR4	Authorized vendors of the Software if different from the bidder. ( Attach copy of vendor License)	
MR5	Must provided Duly filled Confidential Business	
MR6	Bid Bond (2% of the Bid amount) valid for 120 days from the date of Tender Opening	
MR7	PIN/VAT Certificate	
MR8	Must Submit a copy Valid Tax Compliance Certificate	
MR9	Must Submit Audited Accounts for the last 3 Years, (2020/2019, 2019/2018 and 2018/2017)	
MR10	Must serialize all pages for each bid submitted	
MR 11	Must dully ,fill,sign and stamp the Non-debarment declaration	
MR 12	Must dully ,fill sign and stamp the Anti-corruption declaration form.	
	RESPONSIVE/NON RESPONSIVE	

**At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.**

**b) Technical Evaluation**

This section (Technical Evaluation) shall be evaluated on **Pass mark** basis. The

**JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY**

Tenderer shall be required to meet the minimum pass mark; **70%** of the technical criteria in order to proceed to **STAGE C. Compliance With Required Audit Software Requirements**

	<table><tr><th>S/N</th><th>Capability Requirements</th><th>Max Score</th></tr><tr><td>1</td><td>The bidder Must have been in operation as a Developer and implementer of Audit Softwares for a minimum period of three (3) years. <b>(Attach evidence)</b> -Three years and above 20 Marks -Two years-Three years 15 Marks -One year and below 10 Marks</td><td>20</td></tr><tr><td>2</td><td>The bidder must demonstrate thorough knowledge on the system processes i.e. the bidder has developed, implemented a similar System in other institutions within Kenya <b>(Attach recommendation letter from the institutions as evidence) 3 mrks</b></td><td>15</td></tr><tr><td>3</td><td>The bidder must provide a written statement on security of the system, declaring ability to cope with internet vulnerability experienced in the application and how to handle common</td><td>5</td></tr><tr><td>4</td><td>The bidder must submit at least five (5) sites where the firm has Successfully implemented similar application. <b>(Provide the sites)</b></td><td>10</td></tr><tr><td>5</td><td>The bidder must provide/Assign Lead Technical Specialist with at least three (3) years' experience installing and configuring: <b>AUDIT SOFTWARES</b> Must provide Proof of Degree in IT related courses and relevant certificate(s).The Technical Specialist must have developed at least 3 Similar projects. (6 marks)  Submit details of 2 technical specialist who have each developed 2</td><td>10</td></tr><tr><td>7</td><td>Work plan and Methodology/ Design -Must Attach methodology of understanding to the scope of work and how the scope is to be delivered.<b>(20 marks)</b> -Must attach work plan<b>(20 marks)</b></td><td>40</td></tr><tr><td colspan="2"><b>TOTAL MARKS</b></td><td>100</td></tr></table>	S/N	Capability Requirements	Max Score	1	The bidder Must have been in operation as a Developer and implementer of Audit Softwares for a minimum period of three (3) years. <b>(Attach evidence)</b> -Three years and above 20 Marks -Two years-Three years 15 Marks -One year and below 10 Marks	20	2	The bidder must demonstrate thorough knowledge on the system processes i.e. the bidder has developed, implemented a similar System in other institutions within Kenya <b>(Attach recommendation letter from the institutions as evidence) 3 mrks</b>	15	3	The bidder must provide a written statement on security of the system, declaring ability to cope with internet vulnerability experienced in the application and how to handle common	5	4	The bidder must submit at least five (5) sites where the firm has Successfully implemented similar application. <b>(Provide the sites)</b>	10	5	The bidder must provide/Assign Lead Technical Specialist with at least three (3) years' experience installing and configuring: <b>AUDIT SOFTWARES</b> Must provide Proof of Degree in IT related courses and relevant certificate(s).The Technical Specialist must have developed at least 3 Similar projects. (6 marks)  Submit details of 2 technical specialist who have each developed 2	10	7	Work plan and Methodology/ Design -Must Attach methodology of understanding to the scope of work and how the scope is to be delivered. <b>(20 marks)</b> -Must attach work plan <b>(20 marks)</b>	40	<b>TOTAL MARKS</b>		100
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c) Compliance with required audit software requirements and functionalities / understanding of JOOUST requirements																									
Bidders <b>MUST</b> conform to the scope of services under SECTION VI: Technical Specifications of the tender document prior to proceeding to Financial Evaluation Technically non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.																									
d) Financial Evaluation																									
The bidder with lowest Financial offer who is responsive to the Mandatory Requirements who has passed all the technical evaluation requirements shall be awarded the tender																									
2.24	Particulars of post – qualification if applicable. <b>The University may carry out due diligence, consult the referees and interview management to confirm information given and if need be visit them.</b>																								
2.24.4	Award Criteria: <b>Award will be made to the lowest evaluated bidder.</b>																								
2.30	Following award of the tender, the bidder shall furnish the University with a performance bond of 10 % of the bid amount in form of a bank Guarantee. All pages <b>MUST</b> be paginated.																								

### **SECTION III: GENERAL CONDITIONS OF CONTRACT**

#### **TABLE OF CONTENTS**

3.1	Definitions
3.2	Application
3.3	Standards
3.4	Use of contract documents and information
3.5	Patent Rights
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3.7	Inspections and tests
3.8	Payment
3.9	Prices
3.10	Assignment
3.11	Termination for default
3.12	Termination for insolvency
3.13	Termination for convenience
3.14	Resolution of disputes
3.15	Governing language
3.16	Force majeure
3.17	Applicable law
3.18	Notices

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements/ technical specifications.

### **3.4 Patent Rights**

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

### **3.5 Performance Security**

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

- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as

the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 Assignment**

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

### **3.10 Termination for Default**

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

### **3.11 Termination of insolvency**

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

### **3.13 Termination for convenience**

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

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

**3.14 Resolution of disputes**

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

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

**3.15 Governing Language**

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

**3.16 Force Majeure**

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

**3.17 Applicable Law.**

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

**3.18 Notices**

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

A notice shall be effective when delivered or on the notices effective date, whichever is later.



## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 **Implementation support**  
The successful tenderer will be required to offer post implementation support and training for the project to ensure that all the benefits associated with the procured system are passed to the client.
- 4.3 **Alternative solutions**  
Any alternative solution proposed by a tenderer will be considered provided that the variations are documented in detail, clause by clause, in response to the Technical Specifications Section VI and deemed to be superior to the functionality, features and characteristics therein.
- 4.4 **Software Architecture**  
The successful tenderer shall provide the audit system in accordance with the Software Architecture, Designs and Technical Drawings submitted in the Bid.
- For any variations to this clause, the successful tenderer will:
- 4.4.1. Provide enhancements in the functionality, features and characteristics;
  - 4.4.2. Notify, prior to implementation and testing, the procuring entity (JOUST) of the same in writing for consideration and approval.
- 4.5 **Government ICT Standards**  
In addition to General Conditions of Contract clause 3.3, the successful tenderer will comply with the relevant Government ICT standards developed and enforced by the ICT Authority, see <http://icta.go.ke/standards>.

## **SECTION V: SCHEDULE OF REQUIREMENTS**

### **Notes for preparing the schedule of requirements**

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award). This part will include any deliverables under the service contract.

## SECTION VI: TECHNICAL SPECIFICATIONS

### SCOPE OF SERVICES

#### AUDIT SOFTWARE REQUIREMENTS AND FUNCTIONALITIES

A	KEY SOFTWARE CAPABILITIES
	<p>Audit Management System that has a comprehensive <b>interconnected data analytics</b> with the following capabilities in a single platform:</p> <ul style="list-style-type: none"> <li>• Continuous auditing and continuous monitoring (CACM) capability</li> <li>• Risk Management</li> <li>• Audit Management</li> <li>• Audit Reporting</li> </ul> <p>In addition, the following modules should be interconnected seamlessly and available for each user:</p> <ul style="list-style-type: none"> <li>• <b>Server based analytics software</b> with continuous auditing and continuous monitoring capability</li> <li>• <b>Risk Management module</b> embedded and connected seamlessly with audit management module and CACM module</li> <li>• <b>Audit project management module:</b> A comprehensive electronic paper module with COBIT and COSO frameworks embedded</li> <li>• <b>Result management module:</b> All data analytics, surveys etc. are performed here</li> <li>• <b>Reports module:</b> All reports are automatically generated in either PDF, Ms-power point, Ms-excel and Ms-word</li> <li>• <b>Inbuilt audit procedures</b> for all main auditable areas e.g finance and operations, procurement, examination, health unit etc.</li> </ul>
	<p><b>FURTHER BREAK-DOWN FUNCTION BY FUNCTION</b></p> <ul style="list-style-type: none"> <li>• <b>Risk Assessment function</b></li> <li>✓ Availability of a separate risk assessment module to carryout enterprise risk assessment</li> <li>✓ Segregate data by various entity types such as organizational units and divisions. The system should also be able to allow some users access data across the departments while others are restricted to only their respective units</li> <li>✓ Capability to automatically value the risk rating of projects from the risk universe</li> <li>✓ Capability to assign value for each risk factor for risk rating</li> <li>✓ Capability to capture user defined parameters to reflect materiality during risk assesment.</li> <li>✓ Availability on reporting and dash boarding on risk and controls performance, based on assessment results using defined KRIs.</li> <li>✓ Escalation notifications- escalate critical risks, risks that require immediate attention, mitigation actions still pending and overdue activities.</li> <li>✓ Can embed SLAs within process workflows</li> <li>✓ Capability of users/departments to carryout self-assessment of risks on a web-based mode.</li> <li>✓ Capability to automatically generate reports based on risk rating of projects,</li> </ul>

	<p>including graphical heat maps with all departments plotted.</p> <ul style="list-style-type: none"> <li>✓ Capability to allow auditees/management to perform self assessments of risks via web-based application.</li> <li>✓ Creation and use of visual techniques to track relative risk levels, trends over time etc. by using a dashboard.</li> <li>✓ Workflow capabilities to execute risk assessment in a workshop or based on survey questionnaires.</li> <li>✓ Integrates with a secure inbound and outbound email messaging platform</li> <li>✓ Capability to develop basis for early warning systems on significant changes in risk profile.</li> <li>✓</li> </ul>
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	<ul style="list-style-type: none"> <li>✓ Capability to periodically report on KPIs and KRIs both at a high and granular levels.</li> <li>✓ Capability to report on risks within the context of risk appetite and capacity guidelines.</li> <li>✓ Capability to offer regulatory compliance management through a systematic monitoring approach</li> </ul>
	<ul style="list-style-type: none"> <li>✓ Capability to manage the audit universe, project history and background information.</li> <li>✓ Capability to prepare audit plans over time horizon e.g. annually, quarterly etc.</li> <li>✓ Capability to automatically generate the draft annual audit plan based on priority rating of risks in the risk assessment function.</li> <li>✓ Capability to allocate selected assignments to specific audit team members</li> <li>✓ Capability to capture budget/plan time for each project at the time of planning.</li> <li>✓ Automatic calculation of the date an audit assignment should be next performed based upon designated criteria.</li> <li>• <b>Electronic working papers</b></li> <li>✓ Capability to create working paper indexing as per main phases and sub items of the internal audit processes like planning, audit program, field work, prior year report, follow-up, audit report and sub items within them.</li> <li>✓ Capability to link or embed into the software any externally generated documents.</li> <li>✓ Capability to create an offline copy and another tier 2 copy of the offline copy enabling teams to work when LAN is down.</li> <li>✓ Capability to write supervisory review notes with links to targeted working papers.</li> <li>✓ Secure electronic sign-offs for audit steps, file attachments and review notes.</li> <li>✓ Capability to secure different levels of sign-offs (i.e. reviewer 1 and reviewer 2).</li> <li>✓ Capability to document findings directly in the database and automatically link to supporting working papers and audit procedures.</li> <li>✓ Capability to print completed working papers including audit programs and review notes.</li> <li>• <b>Reporting</b></li> <li>✓ Capability to generate audit reports in Ms word, power point, excel and PDF format taking the criteria, observation, cause, risk/implication and recommendations captured during fieldwork.</li> </ul>

	<ul style="list-style-type: none"> <li>✓ Capability to complete audit performance evaluations for a specific audit assignment.</li> <li>✓ Capability to customize audit report formats at any time for future requirement changes.</li> <li>✓ Capability to maintain track changes of supervisory reviews of audit reports.</li> <li>✓ Capability to automatically send draft reports to the auditee for comments/management responses.</li> <li>✓ Capability to automatically import/process auditee comments/management responses from the draft reports to the working papers.</li> <li>✓ Capability to issue the final report to the authorized person for approval.</li> <li>✓ Capability of distributing the report via email.</li> <li>• <b>Follow-up</b></li> <li>✓ Capability to automatically capture the audit recommendations from the audit report.</li> <li>✓ Capability to enable auditees access (web-based mode) and capture actions they have taken for findings addressed to them.</li> <li>✓ Capability to generate reports of open items (findings not resolved, partially resolved, fully resolved), repeated findings, statistical summaries etc.</li> <li>✓ Capability to track and automatically follow-up all pending findings on a web-based mode and through sending out emails.</li> <li>✓ Capability to search open audit findings per audit project based on user defined parameters.</li> <li>✓ Capability to track and follow-up on multiple management responses by addressees.</li> <li>• <b>Administration</b></li> <li>✓ Capability to enable supervisor's complete auditor performance evaluation for specific audit assignments/projects.</li> <li>✓ Capability to determine automatically when a specific assignment was last audited and the auditor who performed the audit.</li> </ul>
	<ul style="list-style-type: none"> <li>✓ Requires minimum administrative support to maintain the system.</li> <li>✓ Capability to enable auditee feedback on the conduct of audit assignment.</li> <li>✓ Capability to have periodical reportings on audits done, including the work in progress and integration with the audit follow-up reports.</li> <li>• <b>Survey and assessment</b></li> <li>✓ Possess technology to send survey to auditees, obtain comments and summarize results.</li> <li>✓ Ability to capture control effectiveness, assessment and any evaluated control gaps or deficiencies observed.</li> <li>✓ Capability to conduct customer satisfaction surveys and other critical surveys with various stakeholders.</li> <li>✓ Capability to create dashboards to provide summarized audit data for Management and Audit Committee of Council.</li> <li>✓ Capability to publish surveys/ questionnaires online via a web application for auditees.</li> </ul>
<b>B</b>	<b>CRITICAL DATA ANALYTICS CAPABILITIES</b>

	<ul style="list-style-type: none"> <li>• <b>Access data directly from business systems:</b> Ability to access and mine data directly from business systems and connect data analytics to audit working papers seamlessly.</li> <li>• <b>Accessing spreadsheets and tables:</b> Ability to mine and analyze several tables or spreadsheets using one command and one work book</li> <li>• <b>Locate errors and potential fraud</b> by comparing and analyzing files according to end-user criteria</li> <li>• <b>Identify trends, pinpoint exceptions and highlight potential areas of concern</b></li> <li>• <b>Recalculate and verify balances using automated scripts</b></li> <li>• <b>Identify control issues using automated and continuous data analytics command</b></li> <li>• <b>Ensure compliance with regulatory and other standards by automating the processes</b></li> <li>• <b>Age and analyze accounts receivable/payable or any other time sensitive transactions</b></li> <li>• <b>Cleanse and normalize data mined from databases that run our business systems and processes</b></li> <li>• <b>Perform a wide variety of investigative and analytical operations to detect fraud and malpractices</b></li> <li>• <b>Efficiently manage workflows:</b> from any project step, document results, attach supporting evidence, document findings and issues, sign off and notify the next reviewer, add request list items, assign review notes etc.</li> </ul>
<b>C</b>	<b>MAJOR FEATURES OF THE ELECTRONIC WORKING PAPERS MODULE</b>
	<ul style="list-style-type: none"> <li>• Easy to use- elegant and intuitive dashboard</li> <li>• Stay on schedule with progress tracking-assign and schedule team members, reduce review cycle times and gain instant visibility on project status, deficiencies, findings and issues.</li> <li>• Efficiently manage workflows-From any project step, document results, attach supporting evidence, document findings and issues, sign off and notify the next reviewer, add request list items, assign review notes and to do's, view and export reports in popular formats and capture project time.</li> <li>• Save time with rebuilt templates: create new projects, apply templates or reuse from previous repeat processes work in the project library.</li> <li>• Work anytime, anywhere: get instant access to audit management system dashboard with iPhone and iPad native apps.</li> <li>• One clear view: categorize and track risks by critical characteristics, organizational structure and mitigation approach.</li> </ul>

**1. System Installation and Testing**

- (i) Module level by
  - a. feature and
  - b. function
- (ii) Integration with third party systems to be audited e.g. Microsoft Business Central 365, Moodle, etc.
- (iii) Customizable to capture data from multiple sources, analyze them and generate reports.

**2. Implementation Services** -specify the platforms and infrastructure required for maximum system performance

- i. Hardware Platform
- ii. Software platform (latest versions of operating system and database recommended)
- iii. Provide technical diagrams for implementation and integration architecture.
- iv. Compatibility with Microsoft Active Directory will be desirable.
- v. If the audit application is web-based, it must run on https protocol.
- vi. Provide work plan with clear implementation methodology and timelines.
- vii. Provide mechanism for remote access using secure protocols

**3. Reports Designer and Writer** -to generate:

- (i) Pre specified reports
- (ii) Ad hoc reports with the features such as :
  - a. Flexibility built in
  - b. Pre-defined/ adhoc filters.
  - c. Export capabilities – in PDF, Excel, word, etc;
  - d. User friendly

**4. Training:**

The Service Provider to specify:

- (i) Types of training categories and numbers i.e. User, Technical, management
- (ii) User Category and number
- (iii) Duration
- (iv) Mode of delivery

**5. Documentation:**

- (i) System Management Manuals
- (ii) Operational Manuals
- (iii) End –user manuals
- (iv) Context sensitive online help

**6. Support**

- (i) Warranty period at least one year
- (ii) Service Level Agreement ( attach sample)
- (iii) Annual Maintenance Contract (attach sample)
- (iv) Software Assurance ( state policy )

**7. Software Licenses-** vendor to specify:

- (i) Number of users supported
- (ii) One off cost applicable
- (iii) Annual recurrent cost applicable for a life cycle of five (5) years



## **SECTION VII: STANDARD**

### **FORMS Notes on standard**

#### **forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

#### **List of Standard forms**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Corrupt or Fraudulent Practice Form
6. Non-Debarment Declaration
7. Tender security form
8. Performance security form
9. Bank guarantee for advance payment
10. Letter of Notification of Award

## 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 number]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide.....*[description of services]* 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by..... (*Procuring entity*).
4. We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day \_\_\_\_\_20.....  
of

[signature]

[in the

capacity of] Duly authorized to sign tender for and on behalf of\_  
\_\_\_\_\_

### PRICE SCHEDULE OF SERVICES

**Name of Tenderer:** **SUPPLY, DELIVERY, INSTALLATION, TESTING,  
TRAINING OF USERS AND COMMISSIONING OF AUDIT SOFTWARE**

**Tender Number:** **JOOUST/ONT/050/2020/2021**

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below.

Device

Device Type		Total	Remarks
1	<b>SUPPLY, DELIVERY, INSTALLATION, TESTING, TRAINING OF USERS AND COMMISSIONING OF AUDIT SOFTWARE</b>		
a	One off cost of purchase and indicate number of Users Supported		
b	Annual recurrent cost applicable for a life cycle of five (5) years		

Total Sum of the Tender ( All the Total prices above, inclusive of Incidental costs and all applicable taxes) Kshs. ....

In Words:

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

Signature & Rubber Stamp of tenderer \_\_\_\_\_

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_day of \_\_\_\_\_20\_\_\_\_between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

figures] NOW THIS AGREEMENT WITNESSETH AS

FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer; (b) the Schedule of Requirements;
  - (c) the 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 materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_ .

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

	<p><b>Part 1 General</b></p> <p>Business Name.....</p> <p>Location of Business Premises..... Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. .... Fax Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ....</p> <p>..... Name of your bankers.....</p> <p>Branch .....</p>																				
	<p><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....Citizenship details.....</p>																				
	<p><b>Part 2 (b) – Partnership</b></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. ....	.....	.....	.....
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	<p><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs. 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> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of

.....

..... (Insert name of the Company) who is a Bidder in respect of Tender  
No. **JOOUST/ONT/050/20/21** for **SUPPLY, DELIVERY, INSTALLATION, TESTING,  
TRAINING OF USERS AND COMMISSIONING OF AUDIT SOFTWARE**  
and duly authorized and competent to make this statement

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

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

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

.....

(Title)

Bidder's Official Stamp

.....

(Signature)

.....

(Date)

**NON-DEBARMENT DECLARATION**

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

Name.....Signature.....

.....Date...

.....

.....

**Company  
Stamp**

**Seal/Business**

**TENDER SECURITY FORM**

Whereas .....[name of the tenderer] (hereinafter called “the tenderer”)has submitted its tender dated ..... [date of submission of tender ] for the provision of ..... [name and/or description of the services] (hereinafter called “the Tenderer”)..... KNOW ALL PEOPLE by these presents that WE..... Of.....having registered office at [name of procuring entity](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 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]

*(Amend                      accordingly                      if                      provided                      by                      Insurance Company)*



**PERFORMANCE SECURITY  
FORM**

To: .....

[name of the Procuring entity] WHEREAS.....[name of tenderer]  
(hereinafter called "the tenderer")

has undertaken, in pursuance of Contract No.\_\_\_\_[reference number of  
the contract] dated \_\_\_\_\_20\_\_\_\_\_ to  
supply.....

[Description services](Hereinafter called "the contract") AND WHEREAS it has been stipulated  
by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a  
reputable bank for the sum specified therein as security for compliance with the Tenderer's  
performance obligations in accordance with the Contract.

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

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

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

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

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance  
Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

.....

[name of  
tender].....

...

Gentlemen and/or

Ladies:

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

.....

.....

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

.....

.....

*[amount of guarantee in figures*

*and*

*words].*

We,

the

.....

...

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

.....

.....*[amount of*

*guarantee in figures and words].*

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

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

Yours

truly,

JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY  
Signature and seal of the Guarantors

*[name of bank or financial institution]* \_\_\_\_\_

*[address]* \_\_\_\_\_

*[date]* \_\_\_\_\_

**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