



**TENDER DOCUMENT**

**FOR**

**SUPPLY, INSTALLATION AND COMMISSIONING OF AUDIT MANAGEMENT SOFTWARE (AMS)**

**TENDER NUMBER: KNL/HQ/T002/2018-2019**

**CLOSING DATE: 22<sup>nd</sup> JANUARY, 2019**

**AT 12.00 P.M. EAST AFRICAN TIME**

## SECTION I INVITATION TO TENDER

DATE \_8<sup>th</sup> January, 2019

**TENDER REF NO: KNL/HQ/T002/2018-2019**

**TENDER NAME: SUPPLY, INSTALLATION AND COMMISSIONING OF AUDIT MANAGEMENT SOFTWARE**

1.1 Kenya National Library Service (knls) is a state corporation whose mandate is to promote, establish, equip, manage, maintain and develop libraries in Kenya.

1.2 Kenya National Library Service invites sealed bids from interested and qualified bidders to provide an Audit Management Software Solution.

1.3 Eligible Tenderers may obtain further information and download the tender documents free of charge from the Integrated Financial Management Information System (IFMIS) supplier portal (<http://supplier.treasury.go.ke>.) and/or Kenya National Library Service website (knls): [www.knls.ac.ke](http://www.knls.ac.ke) .

1.4 Upon downloading the document, interested bidders **MUST** immediately forward their particulars (i.e. Name & Contacts of Applicant, tender no.) to email: [tender@knls.ac.ke](mailto:tender@knls.ac.ke) . A complete set of hard copy of bidding documents may be purchased by interested bidders upon payment of a non-refundable fee of Kenya Shillings 1,000/= (One Thousand Shillings Only) in form of a bankers cheque payable to knls or deposited in knls KCB account No. 1103249614 , Milimani Branch.

1.5 Prices quoted should be net inclusive of all taxes any other applicable levies and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box on 3<sup>rd</sup> Floor, Mumias Road/Oldonyo Sabuk Road Junction, BuruBuru, Nairobi, on or before 12.00 p.m. local time on 22<sup>nd</sup> January , 2019 and be addressed to;

**Director**

Kenya National Library Service

P.O. Box 30573 -00100

NAIROBI

Tel: +252 20 2725550/1

Email: [knls@knls.ac.ke](mailto:knls@knls.ac.ke)

1.7 Tender documents will be opened immediately thereafter at the Conference Room on 2nd floor, Director's Wing Mumias Road/Oldonyo Sabuk Road Junction, BuruBuru, Nairobi in the presence of Bidders representatives who choose to attend

Prices/premiums quoted should be net inclusive of all taxes and applicable levies and must be in Kenya Shillings, and shall remain valid for 120 days from the closing date of the tender

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 Knls employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 Knls to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and knls, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

### **2.4. The Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
  - (ii) Instructions to tenderers

- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 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.

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Knls in writing or by post at the entity's address indicated in the Invitation to Tender. Knls 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 Knls. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be posted in the procuring entities web site [www.knls.ac.ke](http://www.knls.ac.ke) so as to reach all the prospective bidders.

2.5.2 Knls 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.

## 2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, knls, 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing, by post, or through our website and will be binding on them.

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

## 2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and Knls, shall be written in English language,

provided that 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.

## **2.8 Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
  - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
  - (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to knls satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to Knls satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the  
Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by Knls; and
- (c) A clause-by-clause commentary on Knls Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive.

The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 1 per cent of the tender price.

2.14.3 The tender security is required to protect the Knls against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Knls and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Knls as nonresponsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender 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 Knls.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

### **2.14.8 The tender security may be forfeited:**

- (a) if a tenderer withdraws its tender during the period of tender validity specified by Knls on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails: (i) to sign the contract in accordance with paragraph 2.27 or  
(ii) To furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by Knls, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Knls as non-responsive.

2.15.2 In exceptional circumstances, the Knls 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 2.14 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.

## 2.16 Format and Signing of Tender

2.16.1 The bidder shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" **SEPARATE TECHNICAL AND FINANCIAL** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unammended printed literature, shall be initialled by the person or persons signing the tender.

2.16.3 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 initialled by the person or persons signing the tender.

## 2.17 Sealing and Marking of Tenders

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

2.17.2 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 clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, tender **title** and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

:

2.18.1 Bear, tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE,**" **12.00 p.m., local time on 22<sup>nd</sup> January , 2019.**"

2.17.3 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".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Knls will assume no responsibility for the tender's misplacement or premature opening.



## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Knls at the address specified under paragraph 2.17.2 no later than **12.00 p.m., local time on 22<sup>nd</sup> January , 2019.**”

2.18.2 The Knls may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Knls and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 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 tenders, is received by the Knls prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.7

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

2.19.6 The Knls 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.

## **2.20 Opening of Tenders**

2.20.1 The Knls will open all tenders in the presence of tenderers’ representatives who choose to attend, not later than **12.00 p.m., local time on 22<sup>nd</sup> January , 2019.**”And in the location specified in the Invitation to Tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 Knls will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Knls 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 of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence knls tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

- 2.22.1 Knls will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 Knls may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 Knls 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. Knls determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by Knls and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

- 2.23.1 Where other currencies are used, the Knls will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

- 2.24.1 Knls will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 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 Preference**

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.26 Contacting the Knls**

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Knls on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Knls in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

- 2.27.1 In the absence of pre-qualification, the Knls 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.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Knls deems necessary and appropriate.
- 2.27.3 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 Knls will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **(b) Award Criteria**

- 2.27.4 Knls will award the contract to the successful tenderer(s) 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.

### **(c) Knls Right to Vary quantities**

- 2.27.5 The Knls reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

#### **(d) Knls Right to accept or Reject any or All Tenders**

2.27.6 The Knls 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 Knls action

#### **2.28 Notification of Award**

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Knls will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

#### **2.29 Signing of Contract**

2.29.1 At the same time as the Knls notifies the successful tenderer that its tender has been accepted, the Knls will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Knls.

#### **2.30 Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from Knls, 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 Knls.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Knls may make the award to the next lowest evaluated Candidate or call for new tenders.

#### **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Knls requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Knls, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Knls of the benefits of free and open competition;

2.31.2 The Knls 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.

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

## Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Open tender to all eligible tenderers</i>
2.14.1	<i>Tender security shall be <b>Kshs 100,000</b> and shall remain valid up to and until 30 days after the tender validity period.</i>
2.14.4	<i>The tender security shall be denominated in Kenya Shillings Only and shall be in the form of</i> (a) a bank guarantee; (b) such insurance company guarantee as approved by the PPRA; (c) a letter of credit; or (d) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
2.18.1	<i>Tenders must be received by the Knls at the address and manner specified in the advert not later than <b>12.00 p.m., local time on 22<sup>nd</sup> January , 2019</b></i>
2.29.1	<i>Performance security shall be 10% of the tender and shall be in form of a bank guarantee.</i>

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

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) "The Contract" means the agreement entered into between the Knls 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 Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Knls under the Contract.
- (d) "The Procuring Entity" means the organization purchasing the Goods under this Contract (Office of the knls).
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Knls for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without Knls prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Knls in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without Knls prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Knls and shall be returned (all copies) to the Office of the Auditor General on completion of the Tenderer's performance under the Contract if so required by the Knls

### 3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Knls against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Knls country

### 3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Knls the performance security in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Knls and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to Knls, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Knls and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### 3.8 **Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination 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 Knls.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Knls may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to Knls.



3.8.4 Knls right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Knls or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Knls in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Knls as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

3.13.4 Price variation request shall be processed by the Knls within 30 days of receiving the request.

### **3.14. Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with Knls prior written consent

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify Knls in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

3.16.1 Knls 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 deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Knls
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Knls has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the Knls shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 The Knls and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

3.20.1 The tenderer 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.

**SECTION IV****- SPECIAL CONDITIONS OF CONTRACT**

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE GCC	OF	SPECIAL CONDITIONS	OF
		CONTRACT	
3.7.1		<i>Performance security shall be 10% of the tender sum valid up to and until 30 days after the tender validity period and be in form of a bank guarantee.</i>	
3.12.1		<i>Payment within a period of 30 days after the successful delivery and acceptance of the items under contract and submission of proper documentation thereof.</i>	
3.18.1		Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Arbitration Laws of Kenya. <i>The place of arbitration shall be Nairobi.</i>	

**SECTION V****- TECHNICAL SPECIFICATIONS****5.1 General**

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Knls reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

## **5.2 Audit Management Software- Minimum Technical Specifications**

### **Section VI: Description of Services**

#### **1.0 Product Requirements**

1.1 Product requirements are divided into three main categories:

##### **A. Functional requirements**

##### **B. Vendor requirements**

##### **C. Technical requirements**

Each of the main categories is divided into sub-categories as detailed in the next few sections. Requirements are grouped as mandatory or optional.

For functional requirements, vendors should list the name of the product and the name of the specific feature within the product that satisfies the requirement mentioned. If satisfying the requirement entails product customization or configuration, this should be specifically mentioned. This Document assumes that the vendor already has a product or a suite of products that, with appropriate customizations or configurations, will meet the requirements mentioned.

#### **A. Functional Requirements**

##### **1. Operational Planning/Global Risk Assessment/Resource Allocation**

This function will assist the auditor to organize for knls Operational planning with input from all departments including Corporate Services, come up with the global risk universe and allocate resources across knls. It is mandatory that proposed software be capable of and have the ability to perform the following:

- i. Audit Plans over any time horizon, be it 12 months, 3 years or just the next quarter.
- ii. Must have capability to manage the audit universe, project history, contact data, and background information.
- iii. Capable of automatically generating the draft Annual Audit Plan based on the priority rating of risk in the risk assessment function.

- iv. Must have capability to capture budget/plan time for each project at the time of planning
- v. Annual Planning: Set-up of access rights for an individual user/group of users with the same role.
- vi. To relate audit work done to the performance contract reporting.

## **2. Audit Planning, Client/Project Initial Set-Up and Access Management**

This function will assist the auditor to organize the auditing process with input from the risk universe. It is mandatory that proposed software be capable of and have the ability to perform the following:

- i. Must have capability to automatically create individual audit plan directly from the Annual Audit plan on a web based mode.
- ii. Must have capability to export the individual audit plan to communication applications like the Lotus notes and Microsoft Outlook.
- iii. Must have capability to capture planned time for each audit staff.
- iv. Must have capability to have input from the risk assessment process.
- v. Must have capability to alert the supervisor while planning the resources, if the auditor is already assigned to another project.
- vi. Must have capability to include the audit program in the plan.
- vii. Must have ability to tag working-papers and supporting files at various levels of sensitivity/confidentiality.
- viii. Must have ability to quickly export all work papers and supporting files that meet certain parameters such as “all non-sensitive files”. The objective is to simplify public records request responses. The software should be capable of and able to demonstrate the ability to:
  - Set-up software for a new engagement with a client.
  - Changing of access rights for an existing user.
  - Transfer of responsibilities and task from one existing user to another.
  - Deletion of access rights of a user or group of users to both the system and specified files/databases.
  - Create a client from an existing template.

### 3. Risk Assessment, Governance, Risk & Compliance (GRC)

Risk Assessment includes the evaluation of the process of Risk Identification, Risk Analysis, Risk Management, and Risk Response. Risk Assessment function should allow the auditor to decide what works best as she designs and reports on risk assessment. Further, this functionality should assist the auditor to create risk assessments that are compatible to known auditing standards.

### 4. Modeling

- i. It is mandatory that proposed software be capable of and have the ability to perform the following:
  - Creation and use visual techniques to track relative risk levels, trends over time, etc.  
***(Dashboard will be appropriate for this task)***
  - Generation of customized reports based on risk assessment data and results.
  - Availability of separate Risk Assessment module to carry out enterprise risk assessment.
- ii. The software should also be capable of and able to demonstrate the ability for:
  - Storage and retrieval of risk assessment results
  - Definition and measurement (e.g. quantification on user-defined scales) of an individual business or control risk, and documentation and archiving in the system.
  - Linkage of individual risks to client agency, business processes, risk controls, etc.
  - Use of surveys (either imported or system-created) to collect data for use in assessing risks.

### 5. Assessment

It is mandatory that proposed software be capable of and have the ability to perform the following:

- Creation and use of Dashboards or other visual tools to analyse the relative significance and likelihood of multiple identified risks.
- Storage and retrieval/use of common risk definitions and measures in the performance of an entity-level risk assessment.
- Must have capability to automatically value the risk rating of business processes from the audit universe.
- Must have capability to assign value for each risk factor for risk rating.

- Must have capability to capture user defined parameters to reflect materiality during risk assessments
- Must have capability for user/departments to carry out self-assessments of risks on a web based mode
- Linkage of risks to related definitions, controls, measures, etc. elsewhere in the database or system.
- Aggregation and/or comparison of risk indicators or quantified risk measurement data from different client company business units, geographic locations, etc., for one or more individual risks.
- Capability to automatically generate report based on the risk rating of projects, including graphical heat maps with all departments plotted.

## **6. Response / Remediation**

It is mandatory that proposed software be capable of and have the ability to perform the following:

- Creation or use of monitoring tools and techniques to establish accountability and monitor progress in remediating any reported/recorded control gaps or deficiencies.
- Storage and retrieval of standardized risk control process and procedure descriptions in the database/system.
- Must have capability to automatically generate report based on the risk rating of projects, including Dashboards with all departments plotted.
- Creation and storage of client-specific risk control descriptions/documentation in the database/system.
- Linkage of risk control descriptions/documentation to risk and process information stored elsewhere in the database/system (1:1 and 1: many).
- Creation of an action plan to remedy any observed control gaps or deficiencies.

## **7. Project / Work Flow Management and Process Flow**

Project / Work Flow Management includes Resource Planning / Availability, Time Reporting and Billing, Audit Management, and Communication. It is mandatory that proposed software be capable of and have the ability to perform the following:

- Must have capability to Track Actual Time spent in each phase of the audit that allows for reporting of specific audits performed by individual auditors, projects, etc.



- Must have capability to report actual audit time vs. non-audit time, and comparison to budgeted time.
- It is mandatory that proposed software be capable of and have the ability to perform the following:
  - i. Creation/ Storage/ Retrieval as it pertains to:
    - a) Time and expense budgeting capabilities.
    - b) Time and expense reporting capabilities.
    - c) Billing.
  - ii. Monitoring of status of tasks by person and/or work team. Must have capability to generate administrative reports by auditor, project, completed projects, projects in progress, etc.
  - iii. Creation/ Storage/ Retrieval as it pertains to:
    - a) Audit plans
    - b) Schedules/timelines.
    - c) Project team role and authority matrixes.
    - d) Resource and capacity planning and reporting capabilities.
    - e) Project open/action items.
  - iv. Assignment of tasks through the system as it pertains to:
    - a) Assignment to multiple personnel simultaneously, with acceptance by all the parties before continuing.
    - b) Escalation of tasks based on elapsed time.
    - c) Alerts to process owners when deadlines are not being met.
    - d) Indicator that a user is out of the office, with automatic workflow rerouting.
  - v. Management of process for reviewing completed work (Quality Assurance QA).
  - vi. Must have capability to approve staff auditors' hours online.
  - vii. Internal communication/messaging with/among team members (all, or based on assigned roles).
  - viii. External communication of status etc. with persons outside the system (i.e. who do not have assigned roles in or access to the system, via e-mail) and integration or interfacing with messaging providers.
  - ix. Scheduling/communicating of events (e.g. meetings) - interface with calendaring systems/applications.
  - x. Creation of reports from various project management information within the system by phase, by person, by location, etc. as it pertains to:
    - a) Detail task completion status by project, by person, by client, by team/unit, etc.
    - b) Open issues status.

- c) Budget status.
  - d) Milestone status.
- xi. Must have capability to prohibit/restrict time entries after specific audit project closeout.
  - xii. Must have inbuilt Audit programmes which can be customized to suit auditors specific assignments.
  - xiii. Capability to generate administrative reports by auditor, project, completed projects, projects in progress, etc.

## **8. Audit Execution:**

This function enables the actual audit process. The software must have capability to access the audit procedures captured in the audit program to conduct the audit. It is mandatory that proposed software be capable of and have the ability to perform the following:

- i. Must have capability to add additional audit steps (procedures) to the audit program at any time during the course of the audit.
- ii. Must enable the audit Managers/Director to approve the audit program and any subsequent changes.
- iii. Must have capability to send and file the letter of introduction/notification to auditees for audit commencement.
- iv. Must have capability to record the audit observations and findings.
- v. Must have capability to automatically link the findings to supporting documents and audit procedures.
- vi. Must have capability to assign risk severity level to each finding.
- vii. Must have capability to analyse causes of findings and record the facts.
- viii. Must have capability to access the audit procedures captured in the audit program to conduct the audit.
- ix. Must have capability to capture audit procedures to carry out substantive or validation audit tests.
- x. Capability to record multiple recommendations for each audit observations and findings.
- xi. Must have capability to capture audit conclusions and recommendations.
- xii. Must have capability to work seamlessly both on online and offline modes.
- xiii. Must have capability to store and retrieve audit programs, templates and repetitive findings in a mobile database.

- xiv. Must have capability to provide best practice audit programs for all areas of audit, including specialized areas like IT audits, Forensic Audits, Performance Audits, and Environmental Audits etc.

## **9. Audit Scheduling, Audit Assessment and Audit Monitoring**

Audit Assessment and Audits Monitoring includes Internal Control Evaluation, Automated Work Papers, and a Document Repository. It is mandatory that proposed software be capable of and have the ability to perform the following:

- i. Creation and storage of documentation of audit or other project procedures performed, both “freeform” and using standardized templates.
- ii. Ability to create, modify and/or import a project plan/audit program from the system or external source.
- iii. Ability to access and import client information via the internet, for use in performing various control tests and other procedures.
- iv. Aggregation of results of multiple audit procedures performed.
- v. Aggregation of results from same procedure performed in different client locations or units
- vi. Aggregation of results with specified outcomes (e.g. exceptions only)
- vii. Creation and storage of recommendations for changes in client processes, risk control procedures, etc.
- viii. Maintenance and use of a library of standardized recommendations.
- ix. Monitoring the status of control recommendations to client, and related action plans.

## **10. Administration**

The tool must be capable of management of resources (human and otherwise) in terms of skills, utilization, roles qualifications and specifications.

- i. Must have capability to capture audit staff profile like education, work experience, skills, Certifications, etc.
- ii. Must have capability to enable supervisors complete auditor performance evaluation for specific audit assignment/project.
- iii. Must have capability to determine automatically when a specific project was last audited and the auditor performing the audit.
- iii. Requires minimum administrative support to maintain the system.

- iv. Periodical reporting on audits done, including the work in progress and integration with the audit follow-up reports.

## **11. Audit Documentation through Electronic Working Papers**

**Working Papers:** The auditor needs to quickly find information that will facilitate audit review and documentation process such as work programmes, audit steps, record of work done, attached working papers, edit history, sign offs etc. The tool provided must support these functionalities as listed below:-

- i. Must have capability to create working paper indexing as per main phases and sub items of the Audit processes like planning, Audit program, and Field work, Prior year audit issues follow up, Audit reporting, follow up and sub items within them.
- ii. Must have capability to link or embed into the software any externally generated documents.
- iii. Must have capability of applying standard tick marks to working papers and scanned documents and these tick marks should be customizable to suite the office agreed standard tick marks (by definition and colour - green).
- iv. Capability to create an offline copy, and another tier 2 copy of the offline copy enabling teams to work when the local area network is down.
- v. Must have capability to support of hot links to specific SAP, AIS, MS Word, MS Excel, PDF, scanned images, and flow charts documents from audit work papers.
- vi. Must have capability to capture exceptions by category, criteria, observation, risk, recommendation etc.
- vii. Must have capability to write supervisory review notes with links to targeted work papers and specific staff.
- viii. Secure electronic sign-off for audit steps, file attachments, and review notes.
- ix. Must have capability to secure different levels of signoff (i.e. Reviewer 1, Reviewer 2, etc.).
- x. Must have capability to document findings directly in the database, and automatically link to supporting working papers and audit procedures.
- xi. Must have capability to print completed working papers including audit programs and review notes.

## **12. Audit Reporting**

Auditors are expected to produce both high level and detailed reports in the course of auditing. The reporting feature must, therefore, support wide range filtering facility, e.g. by role, assignment status, date, location, risk rating, finding category, exception reports etc.

- i. Must have capability to automatically generate audit report in agreed format taking into consideration the categories, observations, risk/implication, conclusions and recommendations captured in fieldwork.
- ii. Must have capability to customize audit report formats at any time for future requirement changes.
- iii. Must have capability to maintain track changes of supervisory reviews of the report.
- iii. Must have capability to automatically send the draft reports to the Auditee for their comment.
- iv. Must have capability to automatically import/process Auditee comments from the draft reports, to the working papers.
- v. Must have capability to issue the final report to the authorized person for the approval.
- vii. Generation of custom and standard reports.
- vi. Ability to generate reports of consistent issues.
  - Systemic Issues
  - Metrics
  - Trending
  - Themes
- vii. Hierarchical reporting capability that customizes the nature and extent of information in the report based on the stakeholder groups.

## **13. Follow-up:**

The tool to be procured is expected to Track and monitor audit cases and:-

- I. Must have capability to automatically capture the audit recommendations from the audit report.
- ii. Must have capability to enable auditees to access (web based mode) and capture the actions taken by themselves for findings addressed to them.
- iii. Must have capability to generate reports of open items (findings not resolved, partially resolved, resolved), repeated findings, statistical summaries, etc.
- iv. Must have capability to track and automatically follow up all pending findings, on a web based mode and through sending out e-mails

v. Must have capability to search open audit findings per Audit project based on user defined parameters.

vi. Must have capability to track and follow up multiple management responses and by addressees.

#### **14. Process Flow**

The software should be capable of and able to demonstrate the following:

- i. Creation of business process flows.
- ii. Storage of common business process models in the system and importation of them into a specific client database.
- iii. Importation of business process models from external sources (e.g. client source, a website, etc.) into the system.
- iv. Customization of common business process models within a client database to fit industry and client circumstances.
- v. Storage of business process maps/flow charts in a specific client database.
- vi. Linkage of individual risks to business processes (1:1 and 1: many).

#### **15. Client and 3<sup>rd</sup> Party Connectivity**

It is mandatory that proposed software be capable of and have the ability to perform the following:

- i. Access/entry into the system via the internet by authorized users (**e.g. client interface**).
- ii. Differentiated access based on different authorities and roles.
- iii. Linkage to other internet-based resources.
- iv. Linkage to and interaction with other sites, such as SharePoint.

#### **16. Portfolio Management and Communication**

It is mandatory that proposed software be capable of and have the ability to perform the following:

- i. Creation and use of customized "dashboards" that monitor various engagement and project status elements, preferably in a way that highlights exception conditions (both user-specific and role-specific).
- ii. Ability to "drill down" from dashboards or similar high-level portfolio views and tools to directly access detail documents and data underlying the dashboard information.

- iii. Creation/storage/retrieval of a standardized client profile and other engagement management documents or tools (e.g. engagement letters/contracts, client expectations agreements, responsibility matrixes, etc.).

#### **17. Survey and Assessment Technology**

The software should optionally be capable of and able to demonstrate the following:

- i. Possess technology to send surveys to auditees, obtains comments, and summarize results.
- ii. Ability to capture control effectiveness assessment and any evaluated control gaps or deficiencies observed.
- iii. Possess necessary functionality to facilitate Control Self-Assessment.
- iv. Capability to conduct customer satisfaction surveys and other critical surveys with various stakeholders.
- v. Capability to run on smart devices like Tablets, and other smart devices.
- vi. Capability to create dashboards to provide summarized audit data for management and the audit committee of the Board
- vii. Capability to publish surveys/ questionnaires online via a web application to auditees
- viii. Capability to run dashboards on smart devices like smartphones and tablets.

#### **18. Exchange Capabilities**

Ability to exchange information with ERP, AMLIB, ISBN and Koha Systems that are currently being ran by knls.

## **B. VENDOR REQUIREMENTS**

The Vendor must adhere to the Scope of Work and conform to:

Implementation, Training and Support Services (project management, analysis and design, configuration and any necessary customization, testing and deployment); Training and support, which includes maintenance. The vendor must provide a work plan and schedule that addresses the scope of work as described below. The work plan must include the required tasks, deliverables and milestones for the project.

### **1. Implementation Services (as defined above)**

The vendor must disclose the following:

- Description of implementation services provided
- Description of the extent to which the product can be customized to user specifications for the user interface and functionality of the product. The impact of customization on the ability to upgrade (and the ease of doing so)

### **2. Support Services**

The vendor must disclose the following:

- Support options available to customers and their associated pricing models
- Describe support coverage, support mechanism (phone, email, website etc.) and average response times of support incidents.

### **3. Implementation, Training & Knowledge transfer**

The vendor is required to install, configure and implement the solution offered to knls servers. Further, the vendor will train knls staff on the use of the tool. The training is expected to equip staff with knowledge that will enable them to use the tool with ease and provide training for those who will be joining in later. The knowledge transfer is expected to enable the knls Support Team to be able to offer Operational and Technical Support to other knls users and escalate unresolved issues to the vendor Operational/Technical Support Team. In particular, the vendor should prepare cost to cover the following two key areas:-

- a) AMS Installation, Configuration, Testing and Implementation
- b) Prepare and cost a two weeks training schedule for 10 staff members (Training of Trainers).

The Vendor will be required to provide personnel to install and configure their software in all training sessions. Training should include end user training, train-the-trainer training, and systems administrator training. The vendor must disclose the following:

- i. Describe skills and training needed by Audit Management Software Trainers, System Administrators and IT Operation and Technical Support teams.



- ii. Detail training and system documentation that will be provided as part of the training
- iii. The qualifications and competencies of Vendor Support Team should include:
  - a) Project Director must have a minimum of 10 years' experience on the project oversight of the actual audit software being proposed, with a minimum qualification of first degree. Professional qualification in Accounting/Auditing will be an added advantage.
  - b) Project Manager 1 must have a minimum of 5 years' experience on the project management of the actual audit software being proposed.
  - c) Project Manager 2 must have a minimum of 3 years' experience on implementation of the actual audit software being proposed with experience in the public sector and knls Offices in the region.
  - d) Lead Trainer must be experienced in training of the actual audit software being proposed with a minimum experience of 2 years.

## **C: TECHNICAL REQUIREMENTS**

### **1. Basic Platform**

The proposed software should be able to address following dimensions:

- i. Pre- audit requisites for auditor
- ii. Indexing of product, services, processes
- iii. Identification of risks
- iv. Indication of level of risk
- v. Implementation of Audit plan based on risk level

**NB:** The solution should implement and integrated a Continuous Auditing (CA) and Continuous Monitoring Function in one platform seamlessly – This should include an Automated Controls Testing Platform for all the Corporate Systems at a Central place using centralised data analytics platform that ensures that controls are Tested, Monitored and Results Reported on **REAL TIME**. This should effectively enforce Risk Based Audits.

### **2. Risk Assessment function**

- a. Availability of separate Risk Assessment module to carry out enterprise risk assessment.
- b. Capability to automatically value the risk rating of projects from the audit perspective.
- c. Capability to assign value for each risk factor for risk rating.
- d. Capability to capture user defined parameters to reflect materiality during risk assessments
- e. Capability for user/departments to carry out self-assessments of risks on a web based mode
- f. Capability to automatically generate report based on the risk rating of projects, including graphical heat maps with all departments plotted.
- g. Capability to allow auditees/management to perform self-assessments of risk via web based application.

### **3. Planning**

#### **a) Annual Planning**

- Capability to manage the audit universe, project history, contact data, and background information.
- Capable of automatically generating the draft Annual Audit Plan based on the priority rating of risk in the risk assessment function.
- Capability to capture budget/plan time for each project at the time of planning.
- Automatic calculation of the date an audit project or assignment should next be performed based upon designated criteria

#### **b) Individual Audit Project Plan**

- Capability to automatically create individual audit plan directly from the Annual Audit plan on a web based mode.
- Capabilities to export the individual audit plan to Microsoft excel.
- Capability to capture planned time for each audit staff.
- Capability to alert the supervisor while planning the resources, if the auditor is already assigned to another project.
  - i. The system should be database-driven and should be based on relational database structure.
  - ii. It should be compatible with other products such as data extraction/analysis software like, ACL, Teammate, MS word, Excel, scanning/imaging software.

- iii. Capability to work as a standalone or connected to the network.
- iv. Capability to assign multiple responsibilities.
- v. Capability to have enhanced access control across all the modules.
- vi. Capability to compress and encrypt data automatically to enhance confidentiality.
- vii. Capability to provide one software license covering risk assessment, audit planning, electronic working papers and audit report/issues tracking.
- viii. Capability to run on smart devices like smartphones and tablets.

### **3. Field Work**

#### **a) Project Management**

- Capability to Track Actual Time spent in each phase of the audit that allows for reporting of specific audits performed by individual auditors, projects, etc.
- Capability to report audit vs. Non-audit time, and comparison to budgeted time.
- Capability to generate administrative reports by auditor, project, completed projects, projects in progress, etc.
- Capability to approve staff auditors' hours online.
- Capability to prohibit/ restricts time entries after specific audit project closeout.

#### **b) Audit Execution**

- Capability to access the audit procedures captured in the audit program to conduct the audit.
- Capability to add additional audit steps (procedures) to the audit program at any time during the course of the audit.
- Capability to enable the audit supervisors to approve the audit program and any subsequent changes.
- Capability to send and file the letter of introduction/ notification to Auditees for audit commencement.
- Capability to record the audit observations and findings.
- Capability to automatically link the findings to supporting documents and audit procedures.
- Capability to assign risk severity level to each finding.
- Capability to analyse causes of findings and record the facts.
- Capability to capture audit procedures to carry out substantive or validation audit tests.
- Capability to capture audit conclusions and recommendations.
- Capability to work seamlessly both on online and offline modes.
- Capability to store and retrieve audit programs, templates and repetitive findings in a mobile database.
- Capability to provide best practice audit programs for all areas of audit, including specialised areas like IT audits.

### **4. Working Papers**

- 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, follow up and sub items within them.
- Capability to link or embed into the software any externally generated documents.
- Capability to create an offline copy, and another tier 2 copy of the offline copy enabling teams to work when the local area network is down.
- Capability to support of hot links to specific Microsoft Dynamics NAV ERP, MS Word, MS Excel, scanned images, and flow charts documents from audit work papers.
- Capability to write supervisory review notes with links to targeted work papers.
- Secure electronic sign-off for audit steps, file attachments, and review notes.
- Capability to secure different levels of sign-off (i.e. reviewer 1 and reviewer 2).

- Capability to document findings directly in the database, and automatically link to supporting working papers and audit procedures.
- Capability to print completed working papers including audit programs and review notes.

## **5. Reporting**

- Capability to automatically generate audit report in Microsoft Word format taking the observations, risk/implication, conclusions and recommendations captured in fieldwork.
- Capability to customize audit report formats at any time for future requirement changes.
- Capability to maintain track changes of supervisory reviews of the report.
- Capability to automatically send the draft reports to the Auditee for their comment.
- Capability to automatically import/process Auditee comments from the draft reports, to the working papers.
- Capability to issue the final report to the authorized person for the approval.
- Distribute report via e-mail
- Ability to have more than one management response for each finding

## **7. Administration**

- Capability to capture internal audit staff profile like education, work experience, skills, Certifications, etc.
- Capability to enable supervisors complete auditor performance evaluation for specific audit assignment/project.
- Capability to determine automatically when a specific project was last audited and the auditor performing the audit. Requires minimum administrative support to maintain the system

## **8. Compatibility and Connectivity**

The Vendor must disclose the following:

- i. What Internet browsers will allow ready access to your system?
- ii.

Can the system/databases be accessed anytime, from anywhere?

- ii. What response times can be delivered via the Internet? Base your response on standard VPN connectivity.
- iii. Does the system support working with databases offline/disconnected?
- iv. Are any of the system features (e.g. work flow) usable with PDA technology and devices?

## **9. Security and Access Control**

The Vendor must disclose the following:

- i. Can access rights be defined at the file and/or document level within a database?
- ii. Are unauthorized access attempts logged and reported?
- iii. Is the product compatible/proven to work with "single sign-on" technologies?
- iv. Describe the process for defining and allowing user access to new system users (including who controls, ability to define specific roles and differential access rights, lead time required, notifications, etc.).

- v. Can access rights be changed or reassigned easily and quickly (e.g. in the event of changes in engagement team staffing or assignments, client personnel changes)?
- vi. If your product/solution involves a service you host, describe the system and database security measures that you employ (e.g. backup provisions etc.). This is for informational purposes only.
- vii. The office of the Auditor-General will not be procuring this software if it is using a hosted solution model.
- viii. Describe the methods for ensuring the security, confidentiality and integrity of individual client engagement databases.

#### **10. After sales support**

Support should include the following;

- i. The Vendor should demonstrate Availability of Local Support based in Kenya - (list firm, Attach CV of the team leader who will provide the local support and current location of the premise)
- ii. Specify availability of 24x7 user/technical support
- iii. Specify availability of Technical support via phone
- iv. Specify availability of Technical support via e-mail

#### **11. Vendor experience and reference sites**

The vendor must provide at least 3 references where this service has been offered in the last five years. The list should preferably include the Knls office (if any) and public sector clients.

#### **12. Licensing**

##### **I. Cost**

The Knls s targeting to initially procure between 1 and 10 licenses. Therefore the AMS one time cost, license renewal cost, etc. should be analysed in a table as shown below:

No.	Number of Licenses	One time cost	License Renewal/Maintenance fee per year	Training of 10 staff of Trainers- TOT)	Any other costs	Total
1	0 – 10					

## **ii. Cloning**

The vendor should indicate whether the licensing model covers named users and clone users and describe how they work.

**NB: Bidders are allowed to attach extra sheet where the space provided for the offer is not adequate**

**SECTION VI****-****SCHEDULE OF REQUIREMENTS****Deliverables under the contract**

<b>Number</b>	<b>Description</b>	<b>Quantity and physical unit</b>	<b>Delivery Time</b>
<b>1 No.</b>	Audit Management Software as per the specifications (5.2) above.	1	Within Thirty days after signing of Contract

**NB:** The bidder should indicate the period within which he/she can deliver the goods.

Bidders Delivery time \_\_\_\_\_ weeks from the contract date.

Signature of tenderer \_\_\_\_\_

## SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer \_\_\_\_\_

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



## SECTION VIII - EVALUATION CRITERIA

This tender will be evaluated in four main parts namely:

- i. Preliminary Evaluation
- ii. Vendor Evaluation
- iii. Technical Evaluation
- iv. Financial Evaluation

### 8.1 PRELIMINARY EVALUATION (Mandatory Requirement)

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the bid document.

These conditions shall include Submission of the following:

1. Completeness and Signing of the Form of Tender.
2. Certificate of Incorporation/Registration,
3. Valid Tax Compliance certificate,
4. Availability, Validity, conformity and Sufficiency of the tender security(Bid bond)
5. Developers Authorization/ Proof of Ownership of the software quoted for
6. Declaration that the firm has not been debarred from participating in public procurement proceedings (Affidavit).
7. Declaration that the firm is not guilty of any violation of fair employment laws and practices (Affidavit).
8. Declaration that the firm has not been convicted of corrupt or fraudulent practices (Affidavit).
9. Declaration that the firm is not insolvent, in receivership or bankrupt (Affidavit).

**NB: Those who do not meet any of the above evaluation criteria will be nonresponsive and shall not proceed to the next stages of evaluation.**

### 8.2 VENDOR EVALUATION

This part of evaluation shall evaluate bidders on compliance with the items listed in the table below:

F/No.	Description	Point Scored	Maximum Points
1.	<b>Confidential Business Questionnaire form:</b> <ul style="list-style-type: none"><li>• Completely Filled: ..... 10 (Points)</li><li>• Partially Filled: ..... 5 (Points)</li><li>• Not Filled: ..... 0 (Points)</li></ul>		10

2.	<b>Certified Audited Financial Report (Last Two years) between 2015 and 2018</b> □ Availability ..... 10 (Points ) (5 points for each year) • Turnover greater or equal to 2 times the Tender Sum .....20 (Points) • Turnover equal to the Tender sum .....10 (Points) • Turnover below the tender sum: ..... 0 (Points)		30
3.	<b>No. of Continuous Years of Service in the Field of Assignment</b> • Two years and below ..... 5 (Points) • Three to Four years' .....10 (Points) • Five years and above ..... 20 ( Points)		20
4.	<b>Past experience in Similar Assignment</b>  i) 5 No. of Similar Assignment undertaken in the last five years Maximum 10 points, 2 points for each assignment.  <b>Must attach evidence e.g. Copies of LPO, LSO or signed Contract in each case</b>  ii) Projects of similar nature and complexity ( 5 projects required) □ Equal or above tender sum value ... 6 (Points) for each project □ lower value than the tender sum ..... 3 (Points) for each project  <b>Must attach evidence e.g. Copies of LPO, LSO or signed Contract in each case</b>		40
	<b>TOTAL</b>		100

**NB: Only bidders scoring a minimum of 70 shall proceed to the next stage of Evaluation.**

### 8.3 TECHNICAL EVALUATION

In this stage of evaluation, bidders will be evaluated against compliance to technical specifications given by knls. The results will either be responsive or non-responsive. Only responsive bids in this category shall proceed to the Financial Evaluation.

Specifications		Required	Tenderer's offer	Evaluation Criteria	
				responsive	Non Responsive
<b>1.Functional Requirements</b>					
<b>1.1 Operational Planning/Global Risk Assessment/Resource Allocation</b>	▯ Capability to do Audit Plans over any time horizon, be it 12 months, 3 years or just the next quarter	Yes			
	▯ Must have capability to manage the audit universe, project history, contact data, and background information.	Yes			
	▯ Capable of automatically generating the draft Annual Audit Plan based on the priority rating of risk in the risk assessment function.	Yes			
	▯ Capability to plan several audit teams comprising several auditors each.	Yes			
	▯ Must have capability to capture budget/plan time for each project at the time of planning	Yes			
	▯ Annual Planning: Must have capability to Set-up access rights for an individual user/group of users with the same role.	Yes			
	▯ Must have capability to relate audit work done to the performance contract reporting.	Yes			
<b>1.2 Audit Planning, Client/Project Initial Set-Up and Access Management</b>	▯ Must have capability to automatically create individual audit plan directly from the Annual Audit plan on a web based mode.	Yes			
	▯ Must have capability to export the individual audit plan to communication applications like the Lotus notes and	Yes			

Specifications	Required	Tenderer's offer	Evaluation Criteria	
			responsive	Non Responsive
Microsoft Outlook.				
☐ Must have capability to capture planned time for each audit staff.	Yes			
☐ Must have capability to have input from the risk assessment process.	Yes			
☐ Must have capability to alert the supervisor while planning the resources, if the auditor is already assigned to another project.	Yes			
☐ Must have capability to include the audit program in the plan.	Yes			
☐ Must have ability to tag working-papers and supporting files at various levels of sensitivity/confidentiality.	Yes			
☐ Must have ability to quickly export all work papers and supporting files that meet certain parameters such as "all non-sensitive for documents". The objective is to simplify public records request responses. The software should be capable of and able to demonstrate the ability to: <ul style="list-style-type: none"> <li>○ Set-up software for a new engagement with a client.</li> <li>○ Changing of access rights for an existing user.</li> <li>○ Transfer of responsibilities and task from one existing user to another.</li> <li>○ Deletion of access rights of a user or group of users to both the system and specified files/databases.</li> <li>○ Create a client from an existing template.</li> </ul>	Yes			

Specifications		Required	Tenderer's offer	Evaluation Criteria	
				responsive	Non Responsive
<b>1.3 Risk Assessment, Governance, Risk &amp; Compliance (GRC)</b>	▯ Audit Management Software (AMS) quoted must have a risk assessment function.	Yes			
	▯ The Risk Assessment function should allow the auditor to decide what works best as he designs and reports on risk assessment.	Yes			
	▯ The Risk Assessment functionality should assist the auditor to create risk assessments that are compatible to known auditing standards.	Yes			
<b>1.4 Modeling</b>	▯ It is mandatory that proposed software be capable of and have the ability to perform the following: <ul style="list-style-type: none"> <li>➤ Creation and use visual techniques to track relative risk levels, trends over time, etc. (Dashboard will be appropriate for this task)</li> <li>➤ Generation of customized reports based on risk assessment data and results.</li> <li>➤ Availability of separate Risk Assessment module to carry out enterprise risk assessment.</li> </ul>	Yes			

	<p>▢ The software should also be capable of and able to demonstrate the ability for:</p> <ul style="list-style-type: none"> <li>➤ Storage and retrieval of risk assessment results</li> <li>➤ Definition and measurement (e.g. quantification on user-defined scales) of an individual business or control risk, and documentation and archiving in the system.</li> <li>➤ Linkage of individual risks to client agency, business processes, risk controls, etc.</li> <li>➤ Use of surveys (either imported or system-created) to collect data for</li> </ul>	Yes			
--	---	-----	--	--	--

Specifications		Required	Tenderer's offer	Evaluation Criteria	
				responsive	Non Responsive
	Use in assessing risks.				
1.5 Assessment	▢ Must be able to create and use Dashboards or other visual tools to analyses the relative significance and likelihood of multiple identified risks.	Yes			
	▢ Must be able to store and retrieve/use of common risk definitions and measures in the performance of an entity-level risk assessment.	Yes			
	▢ Must have capability to automatically value the risk rating of business processes from the audit universe.	Yes			
	▢ Must have capability to assign value for each risk factor for risk rating.	Yes			
	▢ Must have capability to capture user defined parameters to reflect materiality during risk assessments	Yes			

☐	Must have capability for user/departments to carry out self-assessments of risks on a web based mode	Yes			
☐	Must have capability of Linking risks to related definitions, controls, measures, etc. elsewhere in the database or system.	Yes			
☐	Must be able to aggregate and/or compare risk indicators or quantify risk measurement data from different client company business units, geographic locations, etc., for one or more individual risks.	Yes			
☐	Must have capability to automatically generate report based on the risk rating of projects, including graphical heat maps with all departments plotted.	Yes			

Specifications		Required	Tenderer's offer	Evaluation Criteria	
				responsive	Non Responsive
<b>1.6 Response/ Remediation</b>	☐ Must have capability to create or use monitoring tools and techniques to establish accountability and monitor progress in remediating any reported/recorded control gaps or deficiencies.	Yes			
	☐ Must have capability to store and retrieve standardized risk control process and procedure descriptions in the database/system.	Yes			
	☐ Must have capability to automatically generate report based on the risk rating of projects, including Dashboards with all departments plotted.	Yes			
	☐ Must have capability to create and store Client-specific risk control descriptions/documentation in the database/system.	Yes			

1.7 Project / Work Flow Management and Process Flow	☐ Must be capable of Linking risk control descriptions/document risk and process information stored elsewhere in the database/system (1:1 and 1: many).	Yes			
	☐ Must have capability of creating action plan to remedy any observed control gaps or deficiencies.	Yes			
	☐ Must have capability to Track Actual Time spent in each phase of the audit that allows for reporting of specific audits performed by individual auditors, projects, etc.	Yes			
	☐ Must have capability to report actual audit time vs. non-audit time, and comparison to budgeted time.	Yes			
	☐ Must have capability to create/ store/ retrieve the following: <ul style="list-style-type: none"> <li>➤ Time and expense budgeting capabilities.</li> <li>➤ Time and expense reporting</li> </ul>	Yes			

Specifications	Required	Tenderer's offer	Evaluation Criteria	
			responsive	Non Responsive
Capabilities.				
☐ Billing.				
☐ Must be able to monitor status of tasks by person and/or work team.	Yes			
☐ Must have capability to generate administrative reports by auditor, project, completed projects, projects in progress, etc.	Yes			



<p>☐ Must have capability to create/store/ Retrieve the following:-</p> <ul style="list-style-type: none"> <li>➤ Audit plans</li> <li>➤ Schedules/timelines.</li> <li>➤ Project team role and authority matrixes.</li> <li>➤ Resource and capacity planning and reporting capabilities.</li> <li>➤ Project open/action items.</li> </ul>	Yes			
<p>☐ Must have capability to assign tasks through the system as it pertains to:</p> <ul style="list-style-type: none"> <li>➤ Assignment to multiple personnel simultaneously, with acceptance by all the parties before continuing.</li> <li>➤ Escalation of tasks based on elapsed time.</li> <li>➤ Alerts to process owners when deadlines are not being met.</li> <li>➤ Indicator that a user is out of the office, with automatic workflow rerouting.</li> </ul>	Yes			
☐ Ability to manage process for reviewing completed work (Quality Assurance QA).	Yes			
☐ Must have capability to approve staff auditors' hours online	Yes			
☐ Must have capability of Internal communication/messaging with/among	Yes			

Specifications		Required	Tenderer's offer	Evaluation Criteria	
				responsive	Non Responsive
	Team members (all, or based on assigned roles).				
	☐ Must have capability to do external communication of status etc. with persons outside the system (i.e. who do not have assigned roles in or access to the system, via e-mail) and integration or interfacing with messaging providers.	Yes			
	☐ Must have capability to do Scheduling/communicating of events (e.g. meetings) - interface with calendaring systems/applications.	Yes			
	☐ Must have capability to create reports from various project management information within the system by phase, by person, by location, etc. as it pertains to: <ul style="list-style-type: none"> <li>➤ Detail task completion status by project, by person, by client, by team/unit, etc.</li> <li>➤ Open issues status.</li> <li>➤ Budget status.</li> <li>➤ Milestone status.</li> </ul>	Yes			
	☐ Must have capability to prohibit/restrict time entries after specific audit project closeout.	Yes			
	☐ Must have inbuilt Audit programmes which can be customized to suit auditors specific assignments.	Yes			
	☐ Capability to generate administrative reports by auditor, project, completed projects, projects in progress, etc.	Yes			
<b>1.8 Audit Execution</b>	☐ Must have capability to add additional audit steps (procedures) to the audit program at any time during the course of the audit.	Yes			

☐ Must enable the audit Personnel/Finance personnel/procurement staff to approve as deemed appropriate	Yes			
--	-----	--	--	--

Specifications	Required	Tenderer's offer	Evaluation Criteria	
			responsive	Non Responsive
The audit program and any subsequent changes.				
☐ Must have capability to send and file the letter of introduction/notification to auditees for audit commencement.	Yes			
☐ Must have capability to record the audit observations and findings.	Yes			
☐ Must have capability to automatically link the findings to supporting documents and audit procedures.	Yes			
☐ Must have capability to assign risk severity level to each finding.	Yes			
☐ Must have capability to analyse causes of findings and record the facts.	Yes			
☐ Must have capability to access the audit procedures captured in the audit program to conduct the audit.	Yes			
☐ Must have capability to capture audit procedures to carry out substantive or validation audit tests	Yes			
☐ Must have capability to record multiple recommendations for each audit observations and findings.	Yes			
☐ Must have capability to capture audit conclusions and recommendations.	Yes			
☐ Must have capability to work seamlessly both on online and offline modes.	Yes			
☐ Must have capability to store and retrieve audit programs, templates and repetitive findings in a mobile database.	Yes			

	<ul style="list-style-type: none"> <li>Must have capability to provide best practice audit programs for all areas of audit, including specialized areas like IT audits, Forensic Audits, Performance Audits, Environmental Audits etc.</li> </ul>	Yes			
--	---	-----	--	--	--

Specifications		Required	Tenderer's offer	Evaluation Criteria	
				responsive	Non Responsive
<b>1.9</b>	<b>lit ling,     Audit Assessmentlit Monitoring</b>	<ul style="list-style-type: none"> <li>Ability to create and store documentation of audit or other project procedures performed, both “freeform” and using standardized templates.</li> </ul>	Yes		
		<ul style="list-style-type: none"> <li>Ability to create, modify and/or import a project plan/audit program from the system or external source.</li> </ul>	Yes		
		<ul style="list-style-type: none"> <li>Ability to access and import client information via the internet, for use in performing various control tests and other procedures.</li> </ul>	Yes		
		<ul style="list-style-type: none"> <li>Ability to aggregate results of multiple audit procedures performed.</li> </ul>	Yes		
		<ul style="list-style-type: none"> <li>Ability to aggregate results from same procedure performed in different client locations or units</li> </ul>	Yes		
		<ul style="list-style-type: none"> <li>Ability to aggregate results with specified outcomes (e.g. exceptions only)</li> </ul>	Yes		
		<ul style="list-style-type: none"> <li>Ability to create and store recommendations for changes in client processes, risk control procedures, etc.</li> </ul>	Yes		
		<ul style="list-style-type: none"> <li>Ability to maintain and use library of standardized recommendations.</li> </ul>	Yes		
		<ul style="list-style-type: none"> <li>Ability to monitor the status of control recommendations to client, and related action plans.</li> </ul>	Yes		
<b>1.10 action</b>	<b>Administration</b>	<ul style="list-style-type: none"> <li>Must have capability to capture audit staff profile like education, work experience, skills, Certifications, etc.</li> </ul>	Yes		

	☐ Must have capability to enable supervisors complete auditor performance evaluation for specific audit assignment/project.	Yes			
	☐ Must have capability to determine automatically when a specific project was last audited and the auditor	Yes			

Specifications		Required	Tenderer's offer	Evaluation Criteria	
				responsive	Non Responsive
	Performing the audit.				
	☐ The system must require minimum administrative support to maintain	Yes			
	☐ Capabilities to have Periodical reporting on audits done, including the work in progress and integration with the audit follow-up reports.	Yes			
<b>1.11 Audit Documentation through Electronic Working Papers</b>	☐ Must have capability to create working paper indexing as per main phases and sub items of the Audit processes like planning, Audit program, and Field work, Prior year audit issues follow up, Audit reporting, follow up and sub items within them.	Yes			
	☐ Must have capability to link or embed into the software any externally generated documents.	Yes			

☐ Must have capability of applying standard tick marks to working papers and scanned documents and these tick marks should be customizable to suite the office agreed standard tick marks (by definition and colour - green).	Yes			
☐ Must have capability to create an offline copy, and another tier 2 copy of the offline copy enabling teams to work when the local area network is down.	Yes			
☐ Must have capability to support of hot links to specific SAP, AIS, MS Word, MS Excel, PDF, scanned images, and flow charts documents from audit work papers.	Yes			
☐ Must have capability to capture exceptions by category, criteria, observation, risk, recommendation etc.	Yes			
☐ Must have capability to write supervisory review notes with links to targeted work papers and specific staff.	Yes			

Specifications	Required	Tenderer's offer	Evaluation Criteria	
			responsive	Non Responsive
☐ Must have capability to have secure electronic sign-off for audit steps, file attachments, and review notes.	Yes			
☐ Must have capability to secure different levels of signoff (i.e. Reviewer 1, Reviewer 2, etc.).	Yes			
☐ Must have capability to document findings directly in the database, and automatically link to supporting working papers and audit procedures.	Yes			
☐ Must have capability to print completed working papers including audit programs and review notes.	Yes			

<b>1.12 Audit Reporting</b>	☐ Must have capability to automatically generate audit report in agreed format taking into consideration the categories, observations, risk/implication, conclusions and recommendations captured in fieldwork.	Yes			
	☐ Must have capability to customize audit report formats at any time for future requirement changes.	Yes			
	☐ Must have capability to maintain track changes of supervisory reviews of the report.	Yes			
	☐ Must have capability to automatically send the draft reports to the Auditee for their comment.	Yes			
	☐ Must have capability to automatically import/process Auditee comments from the draft reports, to the working papers.	Yes			
	☐ Must have capability to issue the final report to the authorized person for the approval.	Yes			
	☐ Must have capability to generate custom and standard reports.	Yes			
	☐ Must have ability to generate reports of	Yes			

Specifications	Required	Tenderer's offer	Evaluation Criteria	
			responsive	Non Responsive
Consistent issues. <ul style="list-style-type: none"> <li>➤ Systemic Issues</li> <li>➤ Metrics</li> <li>➤ Trending</li> <li>➤ Themes</li> </ul>				
☐ Must have hierarchical reporting capability that customizes the nature and extent of information in the report based on the stakeholder groups.	Yes			

<b>1.13 Follow-up</b>	☐ Must have capability to automatically capture the audit recommendations from the audit report.	Yes			
	☐ Must have capability to enable auditees to access (web based mode) and capture the actions taken by themselves for findings addressed to them.	Yes			
	☐ Must have capability to generate reports of open items (findings not resolved, partially resolved, resolved), repeated findings, statistical summaries, etc.	Yes			
	☐ Must have capability to track and automatically follow up all pending findings, on a web based mode and through sending out e-mails	Yes			
	☐ Must have capability to search open audit findings per Audit project based on user defined parameters.	Yes			
	☐ Must have capability to track and follow up multiple management responses and by addressees.	Yes			
<b>1.14 Process Flow</b>	☐ Capable of and able to demonstrate how to create business process flows.	Yes			
	☐ Capable of and able to demonstrate how to store common business process models in the system and importation of them into a specific client database.	Yes			

Specifications	Required	Tenderer's offer	Evaluation Criteria	
			responsive	Non Responsive
☐ Capable of and able to demonstrate how to import business process models from external sources (e.g. client source, a website, etc.) into the system.	Yes			
☐ Capable of and able to demonstrate how to customize common business process models within a client database to fit industry and client circumstances.	Yes			



	▢ Capable of and able to demonstrate how to store business process maps/flow charts in a specific client database.	Yes			
	▢ Capable of and able to demonstrate how to link individual risks to business processes (1:1 and 1: many).	Yes			
<b>1.15 Client and 3rd Party Connectivity</b>	▢ Capable of and have the ability to Access/entry into the system via the internet by authorized users other than Office of the Auditor-General (e.g. our client interface).	Yes			
	▢ Capable of and have the ability to differentiate access based on different authorities and roles.	Yes			
	▢ Capable of and have the ability to Link to other internet-based resources.	Yes			
	▢ Capable of and have the ability to Link to and interact with other sites, such as SharePoint.	Yes			
<b>1.16 Portfolio Management and Communication</b>	▢ Ability to create and use customized "dashboards" that monitor various engagement and project status elements, preferably in a way that highlights exception conditions (both user-specific and role-specific).	Yes			
	▢ Ability to "drill down" from dashboards or similar high-level portfolio views and tools to directly access detail documents and data underlying the dashboard information.	Yes			

Specifications	Required	Tenderer's offer	Evaluation Criteria	
			responsive	Non Responsive
▢ Ability to create/store/retrieve standardized client profile and other engagement management documents or tools (e.g. engagement letters/contracts, client expectations agreements, responsibility matrixes, etc.).	Yes			

<b>1.17 Survey and Assessment Technology</b>	▯ Possess technology to send surveys to auditees, obtains comments, and summarize results.				
	▯ Ability to capture control effectiveness assessment and any evaluated control gaps or deficiencies observed.				
	▯ Possess necessary functionality to facilitate Control Self-Assessment.				
	▯ Capability to conduct customer satisfaction surveys and other critical surveys with various stakeholders.				
	▯ Capability to run on smart devices like Tablets, and other smart devices.				
	▯ Capability to create dashboards to provide summarized audit data for management and the audit committee.				
	▯ Capability to publish surveys/questionnaires online via a web application to auditees				
	▯ Capability to run dashboards on smart devices like smartphones and tablets.				

Specifications		Required	Tenderer's offer	Evaluation Criteria	
				responsive	Non Responsive
<b>1.18 Optional Capabilities</b>	▯ Ability to exchange information with Project Server and SharePoint Systems that are currently being ran by the office.				
<b>2 Vendor Technical requirements</b>					

<b>2.1 Scope of Work</b>	<p>☐ The Vendor must adhere to the Scope of Work and conform to implementation, Training and Support Services (project management, analysis and design, configuration and any necessary customization, testing and deployment); Training and support, which includes maintenance.</p>	Yes			
	<p>☐ Separately in this document the vendor must provide a work plan and schedule that addresses the scope of work. The work plan must include the required tasks, deliverables and milestones for the project.</p>	Yes			
<b>2.2 Support Services</b>	<p>☐ The vendor must disclose the following:</p> <ul style="list-style-type: none"> <li>➤ Support options available to customers and their associated pricing models</li> <li>➤ Describe support coverage, support mechanism (phone, email, website etc.) and average response times of support incidents.</li> </ul>	Yes			
<b>2.3 Training &amp; Knowledge transfer</b>	<p>☐ The vendor is required to train the client's staff on the use of the tool. The cost analysis should be done elsewhere in this document.</p>	Yes			
	<p>☐ The vendor should describe skills and training needed by Audit Management Software Trainers, System Administrators and IT Operation and</p>	Yes			

Specifications	Required	Tenderer's offer	Evaluation Criteria	
			responsive	Non Responsive
Technical Support teams.				
□ The vendor should detail training and system documentation that will be provided as part of the training	Yes			
□ The vendor should give the qualifications and competencies of Support Team, including: <ul style="list-style-type: none"> <li>➤ Project Director must have a minimum of 10 years' experience on the project oversight of the actual audit software being proposed, with a minimum qualification of first degree. Professional qualification in Accounting/Auditing will be an added advantage.</li> <li>➤ Project Manager 1 must have a minimum of 5 years' experience on the project management of the actual audit software being proposed.</li> <li>➤ Project Manager 2 must have a minimum of 3 years' experience on implementation of the actual audit software being proposed with experience in the public sector.</li> <li>➤ Lead Trainer must be experienced in training of the actual audit software being proposed with a minimum experience of 2 years.</li> </ul>	Yes Attach CV & related certificate			

Specifications		Required	Tenderer's offer	Evaluation Criteria	
				responsive	Non Responsive
<b>3 Technical Requirements</b>					
<b>3.1 Basic Platform</b>	▯ Audit Management Software (AMS) should run or built on ERP dynamics version 2015 or higher Database Release and cloud Server Platform Release 10 or Microsoft server 2012 Server or higher.	Yes			
	▯ The system should be database-driven and should be based on relational database structure.	Yes			
	▯ It should be compatible with other products such as data Extraction/analysis software like, ACL, MS word, Excel, scanning/imaging software.	Yes			
	▯ Capability to work as a standalone or connected to the network.	Yes			
	▯ Capability to assign multiple responsibilities.	Yes			
	▯ Capability to have enhanced access control across all the modules.	Yes			
	▯ Capability to compress and encrypt data automatically to enhance confidentiality.	Yes			
	▯ Capability to provide one software license covering risk assessment, audit planning, electronic working papers and audit report/issues tracking	Yes			
	▯ Capability to run on smart devices like smartphones and tablets.	Yes			
<b>3.2 Compatibility and Connectivity</b>	▯ What Internet browsers will allow ready access to your system?	Yes			
	▯ Can the system/databases be accessed anytime, from anywhere?	Yes			

The Vendor must disclose the following:	▢ What response times can be delivered via the Internet? Base your response on	Yes			
---	--	-----	--	--	--

Specifications	Required	Tenderer's offer	Evaluation Criteria	
			responsive	Non Responsive
	Standard VPN connectivity.			
	▢ Does the system support working with databases offline/disconnected?	Yes		
	▢ Are any of the system features (e.g. work flow) usable with PDA technology and devices?	Yes		
<b>3.3 Security and Access Control</b>  The Vendor must disclose the following:	▢ Can access rights be defined at the file and/or document level within a database?	Yes		
	▢ Are unauthorized access attempts logged and reported?	Yes		
	▢ Is the product compatible/proven to work with "single sign-on" technologies?	Yes		
	▢ Describe the process for defining and allowing user access to new system users (including who controls, ability to define specific roles and differential access rights, lead time required, notifications, etc.).	Yes		
	▢ Can access rights be changed or reassigned easily and quickly (e.g. in the event of changes in engagement team staffing or assignments, client personnel changes)?	Yes		
	▢ If your product/solution involves a service you host, describe the system and database security measures that you employ (e.g. backup provisions etc.). This is for informational purposes only.	Yes		
	▢ Is your software running on hosted solution model? <b>Note:</b> knls will not be procuring this software if it is using a hosted solution model.	Yes		

	Describe the methods for ensuring the security, confidentiality and integrity of individual client engagement databases.	Yes			
Specifications		Required	Tenderer's offer	Evaluation Criteria	
				responsive	Non Responsive
<b>3.4 After sales support</b> Support should include the following:	The Vendor should demonstrate Availability of Local Support based in Kenya - (list firm, Attach CV of the team leader who will provide the local support and current location of the premise)	Yes			
	Specify availability of 24x7 user/technical	Yes			
	Specify availability of Technical support via phone	Yes			
	Specify availability of Technical support via e-mail	Yes			
<b>3.5 Vendor experience and reference sites</b>	Please, provide at least 3 references where this service has been offered in the last five years. The list should preferably include public sector clients.	Yes			
<b>3.6 Cloning</b>	The vendor should indicate whether the licensing model covers named users and clone users and describe how they work.				

#### 4. Audit Management Software (AMS) Cost Analysis

Knls is targeting to initially procure between 0 and 10 licenses. Therefore the AMS one time cost, license renewal cost, etc. should be analysed in a table as shown below:

No.	Number of Licenses	One time cost	License Renewal/Maintenance fee per year	Training of 10 staff (Training of Trainers- TOT)	Any other costs	Total
1	0 – 10					

## 5. AMS Implementation, Training & Knowledge Transfer

Software installation, configuration, testing and implementation

Activity Name	Description	Quantity	Unit Cost	Total Cost

### 1. Training & Knowledge Transfer for 10 Participants (Training of Trainers)

Training Item	Duration Days)	(in	Unit Cost	Number of Participants	Total Cost

## 6.0 FINANCIAL EVALUATION

In this stage of evaluation bidders prices will be ranked.

**NB: The tender will be awarded in accordance to clause 2.27.4 given in the instructions to tenderers section.**



## SECTION IX - STANDARD FORMS

### Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to Knls.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the Office of the Knls, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

9.1 **FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of Office of knls]*

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 ..... *( knls)*.
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 you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

**Part 2 (a) – Sole Proprietor**

Your name in full ..... Age .....

.....Nationality ..... Country of origin .....

☐ Citizenship details .....

..... ☐

**Part 2 (b) Partnership**

Given details of partners as follows:

Name	Nationality	Citizenship Details
Shares		
1. ....		
2. ....		
3. ....		
4. ....		

**Part 2 (c) – Registered Company**

Private or Public .....

State the nominal and issued capital of company-

Nominal Kshs...

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship Details
Shares		

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

Date ..... Signature of Candidate  
.....

☐ If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

### 9.3 TENDER SECURITY FORM

Whereas ..... [Name of the tenderer]  
(Hereinafter called "the tenderer") has submitted its tender dated ..... [Date of submission of tender] for the supply, installation and commissioning of ..... [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 knls]  
(Hereinafter called "knls") in the sum of  
..... for which payment well and truly to be made to the said knls, 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 Knls 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 Knls up to the above amount upon receipt of its first written demand, without the Knls having to substantiate its demand, provided that in its demand the Knls 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] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

## 9.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
Between knls..... [*name of Procurement entity*] of ..... [*Country of Procurement entity*] (hereinafter called "Knls) of the one part and ..... [*Name of tenderer*] of ..... [*City and country of tenderer*] (Hereinafter called "the tenderer") of the other part;

WHEREAS the Knls 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) Knls Notification of Award
3. In consideration of the payments to be made by the Knls to the tenderer as hereinafter mentioned, the tender hereby covenants with the Knls to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Knls 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 Knls

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

(Amend accordingly if provided by Insurance Company)

To Kenya National Library Service .....

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 prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signed and seal of the Guarantors

.....  
 [Name of bank or financial institution]

.....  
 [Address]

.....  
 [Date]

To Kenya National Library Service .....

*[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 knls General 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 institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Knls 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 Knls 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]*



## MANUFACTURER'S AUTHORIZATION FORM

To *[name of Knls]* .....

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 a person competent.

## 9.8 LETTER OF NOTIFICATION OF AWARD

Address of Knls

\_\_\_\_\_  
\_\_\_\_\_

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

**FORM RB 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN .....APPLICANT AND  
.....RESPONDENT (*knls*)

Request for review of the decision of the..... (*Name of Knls*) of .....dated the...day of  
.....20.....in the matter of Tender  
No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
2. etc.

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

- 1.
2. etc

SIGNED .....(Applicant)

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

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary