



TENDER

FOR

**SUPPLY, INSTALLATION AND COMMISSIONING OF
FINANCIAL REPORTING SOFTWARE**

TENDER NO. NHC/FRS/009/20-21

INVITATION DATE: 16TH MARCH 2021

**CLOSING DATE: 13TH APRIL 2021
AT 11.00A.M**

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SECTION I - INVITATION TO TENDER

The National Housing Corporation is a Statutory Body constituted under the Housing Act Cap 117 laws of Kenya. Its core mandate is to provide decent Shelter of various types and sizes in Kenya at affordable prices.

- 1.1.1** The NHC invites sealed bids for Supply, Installation and Commissioning of Financial Reporting Software.
- 1.1.2** Tenders must ensure that the tender securing declaration form is duly signed and stamped.
- 1.1.3** Prices quoted should be **inclusive of all taxes** and must be in Kenya shillings and shall remain valid for **150 days** from the closing date.
- 1.1.4** Bidder(s) should not mutilate the bid document issued by the procuring entity and shall ensure serialization of pages for each bid submitted.
- 1.1.5** Duly completed bid document (s) are to be enclosed in plain sealed envelopes, marked with the “**TENDER NUMBER & TENDER DESCRIPTION**” and be addressed to;

**The Managing Director,
National Housing Corporation,
P.O. Box 30257-00100,
NAIROBI.**

and must be received in the tender box at NHC Headquarters, **Ground Floor** during normal working hours before **13th April 2021 at 11.00a.m**

- 1.1.6** Bids shall be opened immediately thereafter in the presence of candidates representative who choose to attend at NHC Conference Room 10th floor. **Late bids shall be rejected.**

The government directive and protocols on Covid-19 will strictly be observed during tender opening.

MANAGING DIRECTOR

SECTION II – INTRUSTIONS TO TENDERS

2.1 Eligible Tenderers

- 2.1.1 This invitation for tenders is restricted to qualified suppliers only.
- 2.1.2 NHC’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenders shall bear all costs associated with the preparation and submission of its tender, and NHC, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.
- 2.2.2 The tender document will be issued free of charge.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of this instruction to tenderers.
 - i. Instructions to tenderers
 - ii. Form of tender
 - iii. Price schedules
 - iv. Contract form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

- 2.4.1 A candidate making inquiries of the tender documents may notify the NHC by post, fax or by email at the NHC address indicated in the Invitation for tenders. The NHC 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 the tenders, prescribed by NHC. Written copies of the NHC RESPONSE (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 NHC shall reply to any clarification sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, NHC, for any reason, whether at its own initiative or in response to a clarification requested by prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of any amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, NHC, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7 Documents comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:-
 - (a) A tender Form and a price schedule duly completed.
 - (b) Documentary evidence that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
 - (c) Duly filled, signed and stamped tender securing declaration form.

2.8 Form of Tender

- 2.8.1 The tenderer shall complete the Tender Form and the original Price schedule provided in the tender documents, indicating the services to be provided.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the price schedule shall be the cost of the services quoted including all applicable taxes.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings only.

2.11 Tenderers Eligibility and qualifications

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

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

2.11.3 The names of the bidder should remain consistent in the entire bid document including all attachments.

2.12. Tender Security

2.12.1 The tenderer shall ensure the attached tender securing declaration form is duly filed, singed and stamped.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **150 days** after date of tender opening. A tender valid for a shorter period shall be rejected by NHC as Non- responsive.

2.13.2 In exceptional circumstances, NHC may solicit the Tenderer's consent for an extension of the period of validity, the request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A Tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "original tender" and "copy of tender," as appropriate. In event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and Marketing of tenders

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

- 2.15.2 The inner and outer envelopes shall:
- a) Be addressed to NHC at the address given in the Invitation to Tender.
 - b) Bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE 13th April 2021 at 11.00a.m.**
- 2.15.2 The inner envelopes shall also indicate the name and address of tenderer to enable the tender to be returned unopened in case it is declared “late”
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, NHC will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for submission of Tenders

- 2.16.1 Tenders must be received by the procuring entity at the address specified under paragraph 2.15.2 not later than **13th April 2021 at 11.00a.m**
- 2.16.2 NHC, may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of NHC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity at the procurement office 9th floor and the bidder will be required to sign a register.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders; it’s received by NHC prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15 a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tender’s forfeiture of its tender security.

2.18 Opening of Tenders

- 2.18.1 NHC will open all tenders in the presence of tenderers’ representatives who choose to attend, on **13th April 2021 at 11.00a.m** and in the location specified in the invitation for tenders. The **tenderers’** representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence of absence of requisite tender security and such other details as NHC, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 NHC will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders NHC 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.
- 2.19.2 Any effort by the tenderer to influence NHC in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 NHC 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.
- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.20.3 NHC 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 affect the relative ranking of any tender.
- 2.20.4 NHC prior to the detailed evaluation, pursuant to paragraph 2.20, NHC 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. NHC'S determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by NHC and may not subsequently be made the tenderer by correction of the nonconformity.

2.21 Conversion to single currency

- 2.21.1 All Prices shall be quoted in Kenya Shillings only. Where other currencies are used, the NHC will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and Comparison of Tenders

- 2.22.1 Tenderers who fail to meet mandatory requirements will have their bids considered non-responsive. Evaluation of mandatory requirements will form the first stage of tender evaluation and tenderers who fail at this stage will have their bids rejected.
- 2.22.2 NHC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.5.
- 2.22.3 The comparison shall also include all costs as well as duties and taxes payable.
- 2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting NHC

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact NHC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence NHC in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Post-qualification

- 2.24.1 NHC will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as NHC deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event NHC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 NHC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
 - (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.26. NHC's Right to accept or Reject any or all Tenders

- 2.26.1 NHC 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 NHC's action. If NHC determines that none of the tenders is responsive, NHC shall notify each tenderer who submitted a tender.
- 2.26.2 NHC 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.

2.26.3 A tenderer who gives false information in the tender document about is 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.

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the NHC pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 NHC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

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

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

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 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 Performance Security

2.29.1 The successful tenderer shall be required to fully comply with the conditions of the contract.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event NHC may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

2.30.2 NHC will reject a bid 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

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

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 Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. **"The Contract Price"** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- c. **"The Services"** means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- d. **"The Procuring entity"** means the organization procuring the services under this Contract
- e. **"The Successful tenderer"** means the organization or firm providing the services under this Contract.
- f. **"GCC"** means that the General Conditions of Contract contained in this section.
- g. **"SCC"** means the Special Conditions of Contract
- h. **"Day"** means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Successful tenderer shall not, without NHC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NHC in connection therewith, to any person other than a person employed by the successful tenderer in the performance of the Contract.

- 3.4.2 The Successful tenderer shall not, without NHC's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of NHC and shall be returned (all copies) to NHC on completion of the contract's or performance under the Contract if so required by NHC.

3.5. Patent Rights

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

3.6 Performance Security

- 3.6.1 The successful tenderer shall be required to fully comply with the conditions of the contract.
- 3.6.2 Compensation shall be claimed against this cover if the successful tenderer fails to perform any of his obligations or is in breach of any of its material obligations under the contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the successful tenderer in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Termination for Default

- 3.8.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the successful tenderer terminate Contract in whole or in part:
- (a) If the successful tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by NHC.
 - (b) If the successful tenderer fails to perform any other obligation(s) under the Contract
 - (c) If the successful tenderer in the judgment of NHC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.8.2 In the event NHC terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Successful tenderer shall be liable to NHC for any excess costs for such similar services. However the successful tenderer shall continue performance of the contract to extent not terminated.

3.9 Termination for Insolvency

3.9.1 NHC may at any time terminate the contract by giving written notice to the Successful tenderer if the successful tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful tenderer, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to NHC

3.10 Termination for Convenience

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

3.10.2 For the remaining part of the contract after termination NHC may elect to cancel the services and pay to the successful tenderer an agreed amount for partially completed services.

3.11 Resolution of Disputes

3.11.1 NHC and the successful tenderer shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

3.12 Governing Language

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

3.13 Applicable Law

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

3.14 Force Majeure

3.14.1 The Successful 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.

3.15 Notices

3.15.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV - EVALUATION REQUIREMENTS

a) Mandatory Qualifying Requirements

- (i) Copy of Incorporation or Registration Certificate.
- (ii) Copy of Valid Tax Compliance Certificate.
- (iii) Duly filled, signed and stamped tender securing declaration form.
- (iv) Duly filled, signed and stamped form of tender.
- (v) Duly filled original price schedule.
- (vi) Copy of CR 12 for Companies.
- (vii) Duly filled Self Declaration that the tenderer is not debarred in the Matter of the Public Procurement and Asset Disposal Act 2015.
- (viii) Duly filled Self Declaration that the tenderer will not engage in any Corrupt or Fraudulent Practice.

b) Technical Evaluation Criteria – (100 Marks)

S/N	Technical Evaluation	Score
1.	Experience of at least 6 years in operation as a supplier of the proposed software. (Attach evidence of assignments handled) <i>(3Marks each year)</i>	18 Marks
2.	Provide a copy of certification/authorization from the manufacturer or distributor to do business as an authorized vendor for the proposed Financial Reporting System. (Take note that a Financial Reporting Software is required and not an ERP system)	14 Marks
3.	Letters of reference from at least six (6) sites where software has been implemented using IFRS with at least three (3) in public sector <i>(3 Marks for each client)</i>	18 Marks
4.	A Technical specialist with at least three (3) years' experience installing and configuring the system. The specialist should attach signed CV and relevant certificates	30 Marks
5.	Audited Accounts for the last two years (2019 & 2020) <i>(10 Marks each year)</i>	20 Marks

Note:

Minimum qualifications for proceeding to Financial Evaluation will be 70 Marks.

c. Financial Evaluation Criteria

- i. **At financial evaluation, technically responsive bids will be ranked based on amount quoted.**
- ii. **The successful tenderer will be the one with the lowest evaluated price that meets the requirements.**

SECTION V - TERMS OF REFERENCE

The National Housing Corporation (NHC) seeks to engage of a competent supplier to supply, install and commission financial reporting software for use by the Corporation.

The Corporation is required to generate annual and quarterly reports which require to be streamlined through automation of its financial statements.

Objective

In line with our vision of generating accurate and timely reports, we are seeking to engage a vendor will supply, install, configure, test, train and commission a financial reporting system. The financial reporting system shall be IFRS compliant with capability to support annual and quarterly financial reporting process. The supplier shall be required to supply and install a financial reporting system as per the detailed criteria below.

Requirements

Scope of Work

The scope of work will include: -

- i. Supply, installation and commissioning of financial reporting software
- ii. Supply and installation/setup of the appropriate software, licenses and kits
- iii. Testing of software with end users
- iv. Training of users
- v. Provision of 1-year warranty after successful commissioning (go-live) of system
- vi. Provisions of support after go live
- vii. Preparation and timely submission of reports

Duration of the Assignment

It is envisaged that the entire implementation duration will be a maximum of 1 month. However, bidders are encouraged to propose a lesser duration as may be practically possible while meeting all the requirements of the Terms of Reference.

The project implementation duration does not include the warranty period, which period will commence immediately after commissioning the system, for a period of one (1) year.

Administrative and Reporting Framework

The Contracted firm will be responsible to the appointed Project Manager on all matters of the project. The successful tenderer will work closely with the Corporation's Finance and IT team. NHC will provide the following:

- i. Facilitate access to appropriate Corporation offices.
- ii. Working area for project consultants.

Deliverables

The deliverable will be as follows

- i. Inception report giving a detailed understanding of the assignment.
- ii. A detailed work plan with the resource requirements schedule.
- iii. Functional requirements design.
- iv. Weekly status reports.
- v. Training of administrators and end users
- vi. Installed and commissioned reporting system.
- vii. Three (3) user licenses.
- viii. Final project report.
- ix. Warranty of 1 year for software.
- x. Warranty reports.

Terms of Payment

Payments shall be tied to deliverables as per the schedule below;

Sn	Description	Payment Amount
1.	Upon; i. Delivery and approval of inception report, gap analysis report, detailed work plan, risk management report and functional requirements design document. ii. Delivery, installation and configuration of the System iii. Testing the system and training users iv. Integrating and commissioning of the financial reporting system	80%
2.	Upon; i. 3 months successful use of the financial reporting system from the date of commissioning	20%
Total		100%

Methodology

The bidder should clearly provide information regarding the implementation methodology to utilize. This should be framed in terms of the various stages associated with the implementation. In addition, the bidder should identify the tools utilized for maintaining the project schedule and required resources.

Technology

The bidder must define the technology platform(s) to be used to fully deliver their proposed solution. This should include:

- i. The proposed components of the system (Names and Versions).
- ii. The application development environment.
- iii. The database proposed.
- iv. Operating system proposed.
- v. Client or end-user operating systems supported
- vi. Network environment(s) supported.

Training

- i. NHC attaches great importance to the training of its staff at different levels including system support, database administrators, operational personnel and end users.
- ii. The successful supplier of the solution will be required to provide training as an essential part of the contract. The supplier will conduct training using the most efficient and effective techniques and use qualified personnel.
- iii. Training for end users will be on-site and scheduled according to the user roles.
- iv. The bidder should include the training program and cost in detail for the Authority to assess its adequacy.

Warranty

- i. Demonstrate capability to offer post commissioning support services on warranty basis, within Kenya, for a period of one (1) year after date of commissioning of the system
- ii. Documentation or a clear statement of undertaking, committing the bidder to provide the warranty, must be included in the proposal.
- iii. All software supplied should be accompanied with one-year warranty.
- iv. Bidders must include a sample Warranty Agreement that describes the warranty terms and conditions. During warranty period, the successful tenderer will be required to work after hours to fix problems that would negatively affect normal operations of the Corporation.

Technical Specifications for the Financial Reporting System

Working closely with NHC, the Consultant will be required to implement the Financial Reporting System that should be able to automate the generation of financial statements as defined in the table below:

Item	Technical Specification/Functional Requirements	Compliance Statement (Yes/No)	Detailed Description
1	General requirements of system		
a)	The system should be online centralized, distributed and networked – with both (LAN and WAN) capabilities / client server based networked system		
b)	The system should integrate to MS word and Excel.		
c)	Allow a drill down for each statement line on word and excel to provide transactions making up the totals/summary figures.		
d)	The system should allow end users to create adhoc reports with easy.		
e)	Financial reporting system should be available through both intranet and internet (web based). HTTPS connection is required for access though internet		
f)	The system should be able to have defined user access level.		
g)	The system should be user friendly, menu driven, user definable, extensive parameter driven and field level help features		
h)	The system should run on windows		

Item	Technical Specification/Functional Requirements	Compliance Statement (Yes/No)	Detailed Description
i)	The system should have an interface for system administration		
j)	The system should run on virtual environment running windows 2012 server and above		
k)	The system should run on virtual environment running windows 2012 server and above		
l)	The system should have undeletable audit trails touching on all aspect including input, processing and output activities.		
2	User licences requirement		
a)	Support 3 user concurrent login (3 user licenses)		
3	Features of the System		
a)	Should allow for production of a full set of IFRS Financial Reports comprising of the Statement of Financial Position, Financial Performance, Statement of Net Assets, Cash Flow Statements, notes to the Annual Financial Statements, accounting policies and appendices.		
b)	Should allow for production of the Performance Contract reports as required by government (format will be shared with the vendor)		
c)	Should ensure complete, up to date compliance and disclosure requirements for IFRS		
d)	Should endure accuracy for the statements through data validation and highlighting discrepancies detected.		
e)	Should automatically update the template and disclosures as and when the IFRS standards change		
f)	Should automate the National Treasury reports		
4	Manuals		
a)	Delivery should include the following manuals <ul style="list-style-type: none"> • User manual • System manual 		
5	Training		
a)	Detailed technical and systems administration training for IT and finance staff to ensure that they gain sufficient technical skills to maintain/use the software after implementation		
6	Support and Maintenance		
a)	At least 1 year software maintenance and technical support to start upon the issuance of the certificate of completion by NHC		
b)	In case of any technical problem within the maintenance period, a service engineer should report on site within four hours to resolve the problem.		
7	Brochure		
a)	Must attach the detailed system brochure		

SECTION VI - PRICE SCHEDULE

S/No.	Description	Qty	Unit Cost (Kshs)	Total Cost
1.	Financial Reporting Software Cost	1		
2.	Installation cost	1		
3.	Training cost	3		
4.	Monthly Recurring Cost (Specify)	1		
5.	Any other COST (Specify)	1		
Sub Total				
VAT				
Total				

Authorized Signatory:

Signature:.....

Designation:

Date:

Stamp:

SECTION VII – STANDARD FORMS

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FORM OF TENDER

To:

Date

NHC

Tender No

Tender Name.....

Gentlemen and/or Ladies:-

Having examined the tender documents including Addenda No. (*Insert numbers*)

..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to **Supply, Install, Test and Commission a Financial Reporting Tool** under this tender in conformity with the said Tender document 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.

We undertake, if our Tender is accepted, to **Supply, Install, Test and Commission a Financial Reporting Tool** in accordance with the conditions of the tender.

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.

This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this day of ____ 2021

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

TENDER SECURING DECLARATION FORM

[The Consultant shall complete this Form in accordance with the instructions indicated]

Date: Tender No.

To:
.....
.....

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. I accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of starting on, if I am in breach of my obligation(s) under the bid conditions, because I –
 - (a) have withdrawn my Bid during the period of bid validity specified in the Information to Consultants; or
 - (b) having been notified of the acceptance of my Bid by the Client during the period of bid validity, fail or refuse to execute the Contract, if required, or
3. I understand that this Bid Securing Declaration shall expire if I am not the Successful tenderer, upon the earlier of:
 - (i) My receipt of a copy of your notification of the name of the successful tenderer; or
 - (ii) Twenty-eight days after the expiration of validity of my proposal.

Signed: *[insert signature of the consultant]*

Dated on day of, [insert date of signing

**SELF DECLARATION THAT THE TENDERER IS NOT DEBARRED IN THE
MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015**

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

1. THAT I am the Company Secretary/ Chief Executive/Managing
Director/Principal Officer/Director of..... (insert
name of the Company) who is a Bidder in respect of Tender No.
for..... (insert Proposal title/description) for
.....(insert name of the Procuring entity)
and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and unsuccessful tenderers have not been
debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge,
information and belief.

..... (Title).....(Signature)

Bidder's Official Stamp

SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert Proposal title/description) or(insert name of the Procuringentity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subsuccessful tenderers will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subsuccessful tenderers have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject Proposal
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... (Title).....(Signature)

Bidder's Official Stamp

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20__ between [name of Procurement entity] of _____ [country of Procurement entity] (hereinafter called "the Procuring entity") of the one part and [name _____ of _____ tenderer] of _____ [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for *Supply, Install, Test and Commission a Financial Reporting Tool* and has accepted a tender by the tenderer for the supply of the services in the sum of

_____ [Contract price in words in figures] (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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 General Conditions of Contract
 - (d) The Special Conditions of Contract; and
 - (e) The Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to *Supply, Install, Test and Commission a Financial Reporting Tool* and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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