



**SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING AND COMMISSIONING OF
AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

TENDER NO. KPPF/PROC/2-A/07/2020

August 2020

Stima Plaza Annex, Kolobot Road,
P.O. Box 1548 - 00600
Nairobi, Kenya.

TEL NO: 254-20-5029600

EMAIL: tenders@kppf.co.ke

**ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS
ENTIRETY BEFORE MAKING ANY BID**

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SECTION I - INVITATION TO TENDER	9
SECTION II - TENDER SUBMISSION CHECKLIST	12
2.1 ABBREVIATIONS AND ACRONYMS	14
SECTION III - INSTRUCTIONS TO TENDERERS (ITT)	15
3.1 Definitions	15
3.2 Eligible Tenderers	16
3.3 Joint Venture	17
3.4 Cost of Tendering	18
3.5 Contents of the Tender Document	18
3.6 Clarification of Documents	19
3.7 Amendment of Documents	19
3.8 Language of Tender	20
3.9 Documents Comprising the Tender	20
3.10 Tender Form	20
3.11 Tender Prices	21

3.12	Tender Currencies	21
3.13	Tenderer’s Eligibility and Qualifications	21
3.14	Conformity of Services and/ or goods to Tender Documents	22
3.15	Demonstration(s), Inspection(s) and Test(s)	23
3.16	Warranty	23
3.17	Tender Security	24
3.18	Validity of Tenders	25
3.19	Alternative Offers	25
3.20	Preparation and Signing of the Tender	25
3.21	Number of Sets of and Tender Format	26
3.22	Deadline for Submission of Tenders	26
3.23	Modification and Withdrawal of Tenders	26
3.24	Opening of Tenders	27
3.25	Process to be Confidential	27
3.26	Clarification of Tenders and Contacting KPPF	27
3.27	Preliminary Evaluation and Responsiveness	28

3.28	Minor Deviations, Errors or Oversights	28
3.29	Technical Evaluation and Comparison of Tenders	28
3.30	Financial Evaluation	29
3.31	Preferences	29
3.32	Debarment of a Tenderer	29
3.33	Confirmation of Qualification for Award	30
3.34	Award of Contract	30
3.35	Termination of Procurement Proceedings	30
3.36	Notification of Award	30
3.37	Signing of Contract	31
3.38	Performance Security	31
3.39	Corrupt or Fraudulent Practices	32
3.40	One Tender per Tenderer	32
	SECTION IV - SCHEDULE OF REQUIREMENTS	33
	4.1 BACKGROUND	33
	4.2 OBJECTIVES	33
	4.3 ERP USER REQUIREMENTS	34

4.4 FUNCTIONAL REQUIREMENTS	34
4.3.1 MEMBER AND PENSION ADMINISTRATION MODULES	35
4.3.2 HR AND OFFICE ADMINISTRATION MODULE	38
4.3.3 SUPPLY CHAIN MANAGEMENT	39
4.3.4 FINANCIAL MANAGEMENT	42
4.3.4.1 Key Features	42
4.3.5 INVESTMENT	46
4.3.6 Individual Assets Classes	47
4.3.7 PROPERTY	51
4.3.8 PROJECT MANAGEMENT	54
4.3.9 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS)	54
4.3.10 BUSINESS INTELLIGENCE AND REPORTING TOOL	54
4.3.11 CUSTOMER RELATIONSHIP MANAGEMENT (CRM)	55
4.3.12 TRUSTEE SECRETARY OFFICE	55
4.4 SECURITY	56
4.5 TECHNICAL REQUIREMENTS	56

SECTION V BID DATA SHEET (BDS) - APPENDIX TO INSTRUCTIONS TO TENDERERS	94
SECTION VI - EVALUATION CRITERIA	95
6.1 PART I - PRELIMINARY EVALUATION	95
6.2 PART II - MANDATORY TECHNICAL COMPLIANCE EVALUATION	96
6.3 PART III -TECHNICAL COMPLIANCE EVALUATION	100
6.4 SECTION IV FINANCIAL EVALUATION	102
6.5 AWARD CRITERIA	105
SECTION VII – GENERAL CONDITIONS OF CONTRACT	106
7.1 Definitions	106
7.2 Application	106
7.3 Standards	106
7.4 Use of Contract Documents and Information	107
7.5 Patent Rights	107
7.6 Performance Security	107
7.7 Inspection and Tests	108
7.8 Packaging and Labelling	108
7.9 Delivery and Documents for Materials/ Equipment	109

7.10	Insurance	109
7.11	Payment	109
7.12	Interest	109
7.13	Prices	110
7.14	Variation of Contract	110
7.15	Assignment	110
7.16	Subcontracts	110
7.17	Termination of Contract	110
7.18	Liquidated Damages	111
7.19	Warranty	111
7.20	Resolution of Disputes	112
7.21	Language and Law	112
7.22	Waiver	112
7.23	Force Majeure	112
SECTION VIII – SPECIAL CONDITIONS OF CONTRACT		114
SECTION IX - TENDER FORM		117

SECTION X - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	119
SECTION XII - DECLARATION FORM	122
SECTION XIII– DRAFT LETTER OF NOTIFICATION OF INTENT OF AWARD	122
SECTION XIV – DRAFT LETTER OF NOTIFICATION OF REGRET	124
SECTION XV - CONTRACT AGREEMENT FORM	124
SECTION XVI - PERFORMANCE SECURITY FORM (BANK GUARANTEE)	129
SECTION XVII – SUPPLIER EVALUATION FORM	132
SECTION XVIII- DISCLOSURE OF ANY LITIGATION ISSUES FORM	136
SECTION XIX- BIDDER’S ORGANIZATION AND EXPERIENCE	137
SECTION XX - TENDER SECURITY FORM – (BANK GUARANTEE OR INSURANCE)	140

SECTION I - INVITATION TO TENDER

DATE: AUGUST 2020

- 1.1 The Kenya Power Pension Fund (KPPF) invites bids from eligible tenderers for **SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING AND COMMISSIONING OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM - TENDER NO. KPPF/PROC/2-A/07/2020**
- 1.2 Tendering will be conducted through the Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2020
- 1.3 Interested firms may obtain further information on the tender document from;

The Head of Procurement,
Kenya Power Pension Fund, Stima plaza Annex, Kolobot Road,
P.O Box 1548 – 00600
Nairobi, Kenya.
TEL NO: 254-20-5029600
EMAIL: tenders@kppf.co.ke
- 1.4 Completed Tenders **MUST** be enclosed in plain sealed envelopes marked with the tender reference number **“TENDER NO. KPPF/PROC/2-A/07/2020”** and name **SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING AND COMMISSIONING OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM** and be deposited in the Tender Box next to the lift lobby located at Stima Plaza Annex, Ground Floor, Kolobot Road, Nairobi, Kenya so as to be received on or before **Tuesday 25th August 2020 AT 11:30 AM.**
- 1.5 Any duly sealed tender documents which are **bulky** and cannot fit into the Tender Box shall be received at 4th Floor Procurement Department Kenya Power Pension Fund Offices Stima Plaza Annex and sign a register.
- 1.6 Tenders will be opened promptly thereafter at Ground Floor Stima Plaza Annex, Kolobot Road Parklands Nairobi Kenya.
- 1.7 All tenderers whose applications will have been received before the closing date and time will be advised of the results of their applications.
- 1.8 Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and **must be in Kenya Shillings** and shall remain valid for One Hundred and Eighty (**180**) days from the closing date of the tender.

- 1.9 The Fund reserves the right to conduct due diligence and, for that purpose, to contact any government or other agency in order to satisfy itself of the eligibility and/or suitability of any Bidder, provided that the foregoing shall not be interpreted to excuse any Bidder from making all disclosures required in the tender documents and the applicable laws.

OUR PURPOSE

To deliver value and quality of life in retirement for our members

OUR VISION

To be the best-in-class occupational pension scheme in Sub-Saharan Africa

CORE VALUES

Integrity

Accountability

Courteous

Stewardship

SECTION II - TENDER SUBMISSION CHECKLIST

Bidders are advised to clearly label their documents according to the tender submission checklist.

No.	Item	Tick Where Provided	Page Number
1.	1. (one) Original and 1 (one) copy of the tender document. The tender document must have a table of contents indicating page numbers of all the required documents. All pages of the bid document submitted by the tenderers should be serialized		
2.	Tender Security		
3.	Duly completed Tender Form		
4.	Copy of Company or Contractor or Firm's Registration/Incorporation Certificate		
5.	Copy of Valid Tax Compliance Certificate for local companies or its equivalent for foreign companies		
6.	valid copy of accreditation certificate issued by ICT Authority		
7.	Current Business Permit		
8.	Declaration Form		
9.	Valid Tax Compliance Certificate		
10	Confidential Business Questionnaire (CBQ) and CR12		
11	Signed and Stamped Litigation History		
12	copy of the bidder's organizational business continuity plan (BCP).		
13	Qualification of personnel – CVs, Certified Certificates, Registration with relevant bodies		
14	Proposed work duration		
15	Audited Financial Statements - Financial capability (2017,2018,2019)		
16	Partnership certification with manufacturer		
17	Firm Experience		
18	Proof of authorization & Support by the system manufacturers		
19	Reference letters from previous clients of the tenderer for similar works.		
20	Priced Bill of Quantities (signed and stamped by bidder)		
21	Proposed System Design		
22	Specifications- General description of material and workmanship		
23	Mandatory Technical Requirements		

No.	Item	Tick Where Provided	Page Number
24	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)		

***NOTES TO TENDERERS**

1. Valid Tax Compliance Certificate shall be one issued by KRA (Kenya Revenue Authority) and valid for at least up to the tender closing date. All Tenderers **must** provide a valid Tax Compliance Certificate.

2.1 ABBREVIATIONS AND ACRONYMS

1. BDS Bid Data Sheet
2. BQ Bill of Quantities
3. CC Conditions of Contract
4. ICPAK Institute of Certified Public Accountants of Kenya
5. JV Joint Venture
6. KSh./ KES Kenya Shillings
7. PM Project Manager
8. PPAD 2015 Public Procurement and Asset Disposal Act, 2015
9. PPDR 2020 Public Procurement and Disposal Regulations, 2020
10. PPRA Public Procurement Regulatory Authority
11. VAT Value Added Tax
12. KRA Kenya Revenue Authority
13. LC Letter of Credit
14. TCC Tax Compliance Certificate
15. SCC Special Conditions of Contract

SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

In this tender, unless the context or express provision otherwise requires: -

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the start date specified on the KPPF tender document*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- g) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- h) *“The Procuring Entity” means The Kenya Power & Lighting Company Limited Staff Retirement Benefits Scheme or its successor(s) and assign(s) where the context so admits (hereinafter referred to as Kenya Power Pension Fund abbreviated as KPPF).*
- i) *“The Tenderer” means the person(s) submitting its Tender for the supply, installation and commissioning (where applicable) of the goods in response to the Invitation to Tender.*
- j) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- k) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- l) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations*

expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.

- m) KPPF's "authorized person" shall mean its CEO & Trust Secretary who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPPF staff delegated with such authority.*
- n) Citizen suppliers-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
- o) Local suppliers- a firm shall be qualified as a local supplier if it is registered in Kenya.*

3.2 Eligible Tenderers

3.2.1 A tenderer is eligible to bid for this contract only if the tenderer satisfies the following criteria—

- a) the tenderer has the legal capacity to enter into a contract for procurement or asset disposal;
- b) the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up;
- c) the tenderer, if a member of a regulated profession, has satisfied all the professional requirements;
- d) the tenderer and his or her sub-supplier, if any, is not debarred;
- e) the tenderer has fulfilled tax obligations;
- f) the tenderer has not been convicted of corrupt or fraudulent practices; and
- g) is not guilty of any serious violation of fair employment laws and practices.

In addition, this Invitation to Tender is open to all Tenderers eligible as described in the **Appendix to Instructions to Tenderers**.

Successful Tenderers shall supply the goods in accordance with this tender and the ensuing contract. Notwithstanding any other provisions of this tender, the following are not eligible to participate in the tender: -

- a) KPPF's employees, its Board or any of its committee members.
- b) Any tenderer submitting false, inaccurate or incomplete information about their qualifications.

- c) where in case of a corporation, private company, partnership or other body, the tenderer, their spouse, child or sub-supplier has substantial or controlling interest and is found to be in contravention of the provisions of section 3.2.1 above.
- 3.2.5 Despite the provisions of section 3.2.1 a tenderer having a substantial or controlling interest shall be eligible to bid where—
- (a) such tenderer has declared any conflict of interest; and
 - (b) performance and price competition for that good, work or service is not available or can only be sourced from that tenderer.
- 3.2.6 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.1 is also ineligible to participate in the tender. In addition, a Cabinet Secretary shall include the President, Deputy President or the Attorney General of GoK.
- 3.2.7 Tenderers shall provide the qualification information statement that the Tenderer (including sub suppliers) 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 KPPF to provide consulting services and/ or goods for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to Tender.
- 3.2.8 Tenderers shall not be under declarations as prescribed at Section XII.
- 3.2.9 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XII.
- 3.2.10 Those that are under the Declaration as prescribed at Section XII whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.3 Joint Venture

- 3.3.1 Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements: -
- a) the Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
 - b) one of the partners shall be nominated as being lead supplier, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.

- c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
 - (i.) for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - (ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
 - d) the lead supplier shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead supplier.
- 3.3.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.3.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).
- 3.3.3 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3.4 Cost of Tendering

- 3.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and KPPF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

3.5 Contents of the Tender Document

- 3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -
- a. *Invitation to Tender*
 - b. *Instructions to Tenderers*
 - c. *Appendix to Instructions to Tenderers*
 - d. *Schedule of Requirements*
 - e. *Price Schedule for Services and/ or goods*
 - f. *Bill of quantities*
 - g. *Evaluation Criteria*

- h. General Conditions of Contract*
- i. Special Conditions of Contract*
- j. Tender Form*
- k. Declaration Form*
- l. Contract Form*
- m. Performance Security Form*

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

3.5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (*whether they submit a tender or not*) shall treat the details of the documents as "Private and Confidential".

3.6 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify the Procurement Officer in writing and ensure receipt is acknowledged at KPPF's Physical address indicated on the Tender Document. KPPF 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 KPPF. Written copies of KPPF's response (*including an explanation of the query but without identifying the source of inquiry*) will be published and accessible to all prospective Tenderers on the KPPF's tendering portal.

3.7 Amendment of Documents

3.7.1 At any time prior to the deadline for submission of Tenders, KPPF, 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.

3.7.2 All prospective Tenderers that have registered in the portal for the Tender will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and will be binding on them.

3.7.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, KPPF, at its discretion, may extend the deadline for the submission of Tenders.

3.8 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and KPPF, shall be written in English language. Any printed literature furnished by the Tenderer written in any other language shall be 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. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.9 Documents Comprising the Tender

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with paragraphs 3.2, 3.10, 3.11 and 3.12.*
- b) *Documentary evidence established in accordance with paragraph 3.13 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 3.14 that the services and/ or goods and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *Tender Security furnished in accordance with paragraph 3.17*
- e) *A detailed list of previous customers as prescribed for similar services and/ or goods on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Details of Service so dictate.*
- f) *And all other documents indicated in Section II (Tender Submission Checklist)*

3.10 Tender Form

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services and/ or goods to be performed, a brief description of the services and/ or goods, quantity (where applicable), and prices amongst other information required.

3.11 Tender Prices

- 3.11.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total tender price of the services and/ or goods it proposes to provide under the contract.
- 3.11.2 Prices indicated on the Price Schedule shall be of all costs for the services and/ or goods including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.
- 3.11.3 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.11.4 A price that is derived by a disclosed incorporation or usage of an international accepted standard formula shall be acceptable within the meaning of this paragraph.

3.12 Tender Currencies

- 3.12.1 For services and/ or goods that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule of Services and/ or goods.
- 3.12.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate prevailing on the Tender closing date. *(Please visit the Central Bank of Kenya website).*

3.13 Tenderer's Eligibility and Qualifications

- 3.13.1 Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.
- 3.13.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPPF's satisfaction –
- a) that, in the case of a Tenderer offering to perform the services and/ or goods under the contract which the Tenderer is not the Principal, the Tenderer has been duly authorized by the Manufacturer, Principal or Producer to provide the services and/ or goods. The authorization shall strictly be in the form and*

content as prescribed in the Manufacturer's or Principal's Authorization Form in the Tender Document

- b) that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities.*
- c) that the Tenderer has the technical and production capability necessary to perform the contract.*
- d) 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, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service.*
- e) that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*

3.13.3 The Tenderer will furnish KPPF with a copy of the accreditation or recognition certificate as applicable. KPPF reserves the right to subject the certificate to authentication.

3.13.4 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

3.14 Conformity of Services and/ or goods to Tender Documents

3.14.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services and/ or goods that the Tenderer proposes to perform under the contract.

3.14.2 The documentary evidence of conformity of the services and/ or goods to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -

- a) a detailed description of the essential technical and performance characteristics of the services and/ or goods whether in catalogues, drawings or otherwise,*

- b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the services and/ or goods for a minimum period of two (2) years following commencement of the provision of the services and/ or goods to KPPF, and,*
- c) *duly completed Statement of Compliance to KPPF's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.*

3.14.3 For purposes of the documentary and other evidence to be furnished pursuant to subparagraphs 3.14.1, 3.14.2 and paragraph 3.15, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPPF in its Details of Service are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KPPF's satisfaction that the substitutions ensure substantial equivalence to those designated in the Details of Service.

3.15 Demonstration(s), Inspection(s) and Test(s)

- 3.15.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service in conformity with the Details of Services and/ or goods.
- 3.15.2 KPPF or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KPPF's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.
- 3.15.3 KPPF shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPPF.
- 3.15.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

3.16 Warranty

- 3.16.1 Where required in the Tender, all Tenderers must also provide a Warranty that services and/ or goods to be rendered in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the services and/ or goods under the conditions obtaining in Kenya.

3.16.2 This warranty will remain valid for the period indicated in the special conditions of contract after the services and/ or goods, or any portion thereof as the case may be, have been rendered.

3.17 Tender Security

3.17.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers.

3.17.2 The tender security shall be either one of the following:-

- a) an original Bank Guarantee by a bank licensed by Central Bank of Kenya (CBK).
- b) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund licensed by the relevant bodies in Kenya.
- c) An original tender security from an insurance company approved by PPRA

3.17.3 The tender security is required to protect KPPF against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.17.10.

3.17.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency in Kenya. A Tender Security in form of a Bank Guarantee should be from a commercial bank licensed by the Central Bank of Kenya.

3.17.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.

3.17.6 KPPF shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPPF. The period for response shall not exceed five (5) days from the date of KPPF's query. Should there be no conclusive response by the bank within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.

3.17.7 Any Tender not secured in accordance with this paragraph will be rejected by KPPF as non-responsive, pursuant to paragraph 3.27.

3.17.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -

- a) *the procurement proceedings are terminated*
- b) *KPPF determines that none of the submitted Tenders is responsive*
- c) *a contract for the procurement is entered into.*

3.17.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.38.

3.17.10 The Tender Security shall be forfeited –

- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
- b) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.37*
- c) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.38*
- d) *if the Tenderer fails to extend the validity of the tender security where KPPF has extended the tender validity period in accordance with paragraph 3.18.*

3.18 Validity of Tenders

3.18.1 Tenders shall remain valid for One Hundred and Eighty (180) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPPF, pursuant to paragraph 3.22. A Tender that is valid for a shorter period shall be rejected by KPPF as non-responsive.

3.18.2 In exceptional circumstances, KPPF may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.17 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period

3.19 Alternative Offers

Only main offers shall be considered, as alternative offers are not acceptable.

3.20 Preparation and Signing of the Tender

3.20.1 The Tender shall be typed or written in indelible ink. Any document that is not legible will be rejected. It shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

3.20.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person, if the person is not a director/ partner before any of the following persons:-

- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
- b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*

In either case above, the Power of Attorney shall accompany the Tender where if applicable.

- 3. 20.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.
- 3. 20.4 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.
- 3. 20.5 KPPF will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.21.
- 3. 20.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPPF as non-responsive, pursuant to paragraph 3.27.

3.21 Number of Sets of and Tender Format

- 3.21.1 The Tenderer shall prepare and seal two complete sets of its Tender, identifying the Tender Number and Tender name and clearly marking the "ORIGINAL TENDER" and "COPY 1 OF TENDER", as appropriate in envelopes or packages. Each set shall be properly bound together. The copy shall be a replica of the Original. Each copy will be deemed to contain the same information as the Original. If the envelopes or packages are not sealed and marked as required by this paragraph, KPPF will assume no responsibility whatsoever for the Tender's misplacement or premature opening.

3.22 Deadline for Submission of Tenders

- 3.22.1 Tenders must be received by KPPF by the date and time specified in Invitation to tender.
- 3. 22.2 KPPF may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KPPF and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.23 Modification and Withdrawal of Tenders

- 3.23.1 The Tenderer may modify or withdraw its Tender after it has submitted, provided that the modification, including substitution or withdrawal of the Tender is received by KPPF prior to the deadline prescribed for submission of tenders.
- 3.23.2 No Tender may be modified after the deadline for submission of Tenders.
- 3.23.3 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid except where KPPF extends the initial validity period. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security except where KPPF extends the initial validity period.

3.24 Opening of Tenders

- 3.24.1 KPPF shall open all Tenders promptly at the date and time at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.24.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security and such other details as KPPF, at its discretion, may consider appropriate, will be announced at the opening.
- 3.24.3 At the Tender opening, tender prices, discounts, and such other details as KPPF, at its discretion, may consider appropriate will be read out.
- 3.24.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.25 Process to be Confidential

- 3.25.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising therefrom shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.25.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time KPPF notifies the successful bidder(s). In any event, official disclosure by KPPF of any information upon conclusion of that process may only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.
- 3.25.3 Any effort by a Tenderer to influence KPPF or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning the Tender may result in the disqualification of the Tenderer.

3.26 Clarification of Tenders and Contacting KPPF

- 3.26.1 To assist in the examination, evaluation and comparison of Tenders KPPF 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.
- 3.26.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KPPF within five (5) days from the date of KPPF's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.

- 3.26.3 Save as is provided in this paragraph and paragraph 3.26 above, no Tenderer shall contact KPPF on any matter related to its Tender, from the time of the tender opening to the time the successful Tenderer is announced.
- 3.26.4 Any effort by a Tenderer to influence KPPF in its decisions on tender evaluation, tender comparison, tender recommendation(s) or signing of Agreement may result in the disqualification of the Tenderer.

3.27 Preliminary Evaluation and Responsiveness

- 3.27.1 Prior to the detailed Technical and Financial evaluation, KPPF will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KPPF's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.27.2 KPPF will examine the Tenders to determine whether they conform to the set Evaluation Criteria .
- 3.27.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KPPF and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

3.28 Minor Deviations, Errors or Oversights

- 3.28.1 KPPF may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services and/ or goods set out in the Tender Document.
- 3.28.2 Such minor deviation -
- 3.28.2.1 shall be quantified to the extent possible,*
 - 3.28.2.2 shall be taken into account in the evaluation process, and,*
 - 3.28.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by KPPF.*
- 3.28.3 KPPF may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.29 Technical Evaluation and Comparison of Tenders

- 3.29.1 KPPF will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Details of Services and/ or goods set out in the Tender Document and as per the prescribed Evaluation Criteria.

3.29.2 The Operational Plan is a critical aspect of the Tender. KPPF requires that the Services and/ or goods shall be performed at the time specified in the Schedule of Requirements. KPPF's evaluation of a tender will also take into account the Operational Plan proposed in the Tender. Tenderers offering to perform longer than KPPF's required delivery time will be treated as non-responsive and rejected.

3.30 Financial Evaluation

3.30.1 The financial evaluation criteria and comparison shall be as set out in the Evaluation Criteria. The comparison shall be

- a) of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the Services and/ or goods.
- b) deviations in Payment Schedule from that specified in the Special Conditions of Contract

3.30.2 Where other currencies are used, KPPF will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya- where applicable.

3.31 Preferences

3.31.1 In the evaluation of tenders, exclusive preference shall firstly be given to citizen suppliers where the amount of the tender as evaluated is below Ksh. 500 Million in respect of works, goods and services and/ or goods.

3.31.2 Where a person is entitled to more than one preference scheme, the scheme with the highest advantage to the person shall be applied.

3.31.3 For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding issued **and signed** by either the Registrar of Companies or Registrar of Business Names. KPPF reserves the right to subject the certificate to authentication.

3.32 Debarment of a Tenderer

A Tenderer who gives false information in the Tender about its qualification or who refuses to enter into a contract after notification of contract award shall be forward to PPRA for consideration of debarment from participating in future public procurement.

3.33 Confirmation of Qualification for Award

- 3.33.1 KPPF may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.33.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.13 as well as confirmation of such other information as KPPF deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
- 3.33.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event KPPF will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

3.34 Award of Contract

- 3.34.1 KPPF will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.
- 3.34.2 Award will be done as indicated in the Appendix to Instructions to Tenderers.
- 3.34.3 Prior to award KPPF may carry out a due diligence exercise to qualify the proposed personnel to ensure they meet the requirements of the terms of reference and evaluation criteria.

3.35 Termination of Procurement Proceedings

- 3.35.1 KPPF may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.35.2 KPPF shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.36 Notification of Award

- 3.36.1 Prior to the expiration of the period of tender validity, KPPF shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.36.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.

- 3.36.3 Simultaneously, and without prejudice to the contents of paragraph 3.27, on issuance of Notification of Award to the successful Tenderer, KPPF shall notify each unsuccessful Tenderer.
- 3.36.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank and/or the Tenderer and such Bank discharged of all its obligations by KPPF prior to the expiry of its stated validity period.

3.37 Signing of Contract

- 3.37.1 At the same time as KPPF notifies the successful Tenderer that its Tender has been accepted, KPPF will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.37.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer may only sign the Contract Form and all the documents specified in that Form and return them to KPPF within that period of fourteen (14) days.
- 3.37.3 KPPF shall sign and date the Contract not earlier than fourteen (14) days from the date of notification of contract award. Further, KPPF shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.37.
- 3.37.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event KPPF shall notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.37.5 Paragraph 3.34 together with the provisions of this paragraph 3.36 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.36.4.

3.38 Performance Security

- 3.38.1 Within (30) days of the date of notification of intent of award from KPPF, the successful Tenderer shall furnish KPPF with a Performance Security which shall be an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- 3.38.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.38.3 The Performance Security shall be the sum of ten percent (10%) of the contract value. It shall be in the currency of the contract price.
- 3.38.4 KPPF shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to

respond directly and expeditiously to queries from KPPF. The period for response shall not exceed three (3) days from the date of KPPF's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.

- 3.38.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPPF may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.38.6 Paragraph 3.36, 3.37 together with the provisions of this paragraph 3.38 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.37.4.

3.39 Corrupt or Fraudulent Practices

- 3.39.1 KPPF 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: -
- a) *"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of public official in the procurement process or in contract execution;*
 - b) *"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPPF, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPPF of the benefits of free and open competition.*
- 3.39.2 KPPF will nullify its notification of award if it determines that the Tenderer recommended has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.39.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

3.40 One Tender per Tenderer

- 3.40.1 A firm or company shall submit only one Tender in the same tendering process, either individually or as a partner in a joint venture.
- 3.40.2 No firm or company can be a sub-contractor while submitting a Tender individually or as a partner in a joint venture in the same tendering process.
- 3.40.3 A company or firm, if acting in the capacity of sub-contractor in any Tender may participate in more than one Tender but only in that capacity.
- 3.40.4 A Tenderer who submits or participates in more than one tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all tenders in which the Tenderer has participated to be disqualified.

SECTION IV - SCHEDULE OF REQUIREMENTS

TENDER FOR SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING AND COMMISSIONING OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM - TENDER NO. KPPF/PROC/2-A/07/2020

4.1 BACKGROUND

Kenya Power Pension Fund (KPPF) operates different Funds ie DC fund, DB fund and Income Draw Down (IDD). Each fund is run independently; each with its own IPS, fund managers, custody accounts and trustees. The funds are run by the KPPF secretariat.

The information system used is shared among the funds. Some of the functions that are running in the current system include: -

- i. Records Management, Contributions Management, Claims and Benefits processing
- ii. Payroll
 - Pensions payroll
 - Mini payroll
- iii. RBA reports
- iv. Administration reports
- v. Income Drawdown
- vi. Enhanced Medical Cover
- vii. Biometric Verification (Retirees are validated every year. if not, they are suspended until such a time they validate after which a mini payroll for their dues is run)
- viii. Property Management (leases, sale of property, renting out of property, mortgages, resale of property). All the income from property must hit accounting ledgers in real time
- ix. Investment - The system calculates interests and other income from equities (both private and public), offshore, bonds and other investments.
- x. Asset management
- xi. Finance and accounting
 - Payments
 - Receipts
 - Automatic reconciliation
 - Generation of final management accounts on a regular basis
- xii. Interest Allocation/ Income Distribution
- xiii. Online members self-service portal
- xiv. USSD/SMS/Mobile app
- xv. Document management system
- xvi. Toll Free number (under development)
- xvii. Post-Retirement Medical Fund (Under Development)

4.2 OBJECTIVES

To enhance service delivery, KPPF wishes :

1. To acquire and implement an Enterprise Resource Planning System (ERP). The ERP will be available to internal users and web portals for external users.
2. To enhance the ability to support management decision-making based upon access to accurate and timely financial and operational information and reports from the ERP business intelligence reporting tool.
3. To improve efficiency and minimize costs by providing flexible, integrated systems that eliminate the need for redundant data entry for effective operational control
4. To facilitate corporate communication and sharing of information electronically to improve all aspects of service delivery to the member.
5. To ensure that KPPF secretariat is suitably trained and equipped in the usage and support of the ERP.
6. To provide post implementation support services.
7. To acquire a system that will provide a timely and prompt preparation and extraction of reports, multitasking, efficiently and accurately.

4.3 ERP USER REQUIREMENTS

1. The system should be able to handle different schemes in a seamless and a user-friendly manner. The active schemes for KPPF are the DB scheme, DC Scheme, IDD and the soon to be launched Post Medical Retirement Fund (PMRF). Future schemes are also anticipated. The system should therefore be easily configurable in case additional schemes are launched in the future. The system should be multicurrency
2. The system should be scalable and should integrate with the Existing systems using APIs
3. The system should be Flexible and configurable in case of change of regulations or tax computation changes.
4. Support for differential investment by members depending on their age and risk appetite. Members should be able to choose which portfolio their money should be invested in.
5. Seamless generation of accurate reports (Financial and others that shall be specified by the end users and management)
6. Business Intelligence and quick report generation to be incorporated into the system.
7. System Security – Guarantee for the confidentiality, integrity and availability of the data stored in the system.
8. Data Migration
9. Technical and user training
10. Technical and user support
11. The System should be flexible to accommodate all user requirements that cover any minor omissions not stipulated within this tender documents

4.4 FUNCTIONAL REQUIREMENTS

The following are the main ERP modules and functions that are required

4.3.1 MEMBER AND PENSION ADMINISTRATION MODULES

The system MUST support the three key functions of pension management i.e. Member Administration, Pension Administration and Orphan Trust Fund (OTP). The following are Key Highlights and brief descriptions of the member and pension administration modules.

a. Member Administration

Member administration involves management of members bio data and processing of benefits. It also entails a lot of reporting. Below are the expected functionalities.

- i. Administration of Member Bio Data like Name, Age, Date of Birth, Date of Employment, Date of Joining Scheme, Gender, Marital Status, ID No., PIN No., Telephone Number, Email, Work Station, Department, Designation, Postal Address, social media info, profile picture, banking details, exit details etc.
- ii. Administration of Member beneficiary's bio data like Name, Age, Date of Birth, Gender, Type, ID No., PIN No., Telephone No., Email, Postal Address, social media information, profile picture, banking details etc.
- iii. Records Management for both the member and beneficiaries like ID, PIN, Birth certificate, Marriage Certificate, Exit letter, Banking details etc.
- iv. Contributions Management i.e. receipt and posting of member contributions to members plus interests' allocation to member accounts.
- v. Benefits processing using predefined formulas for different types of exits like death in service, late retirement, normal retirement, early retirement, medical retirement, dismissal, termination, resignation, immigration, transfer out etc. plus tax computation and processing the same to accounts for payment
- vi. Management of different sponsors like KPLC, KETRACO, KNEB etc.
- vii. Management of different funds like Defined Benefits, Defined Contributions, Income Draw Down, Post-Retirement Medical Fund, Orphan Trust Fund etc.
- viii. Support for differentiated investment by members depending on their risk appetite. Members have an option to choose either high risk or low risk investment
- ix. Electronic/Manual Periodic member statement to be posted via emails, SMS, social media platform etc.
- x. Accessibility of member information using various platforms like member self-service, USSD and mobile app.
- xi. End user defined and flexible reports like Administrative Reports, Members Listing, Beneficiary Listing Contributions Listing, Benefits Processed Listing, RBA Returns, Administrative Report to each Sponsor, Data for Financial Review, Actuarial Data for valuation, Contributions Reconciliation etc.
- xii. Robust, flexible, and adaptable system to constant pension industry changes.
- xiii. Sending alerts (email and SMS) to members when updates are made
- xiv. Member self-service portal with trustees' elections function

b. Pension Administration

- i. Administration of Pensioner Bio data which should be a mirror of the same information contained in members bio data register plus pension being earned.
- ii. Administration of Pensioner beneficiary's bio data which should be a mirror of the same information contained in members beneficiary's bio data plus pension being earned.

- iii. Records Management for both the pensioners and pensioner beneficiaries like ID, PIN, Birth certificate, Marriage Certificate, Death Certificate, Certificate Of Existence, Calculation worksheet, Banking details etc.
- iv. Pension payroll processing inclusive changes like banking details, change of pension due to increment and change of tax, production, stoppage of pension, reinstatement, new pensioners and beneficiaries, pension reconciliation reports and processing of the payment.
- v. Management of different type of payrolls like for different Funds and Mini payroll provision.
- vi. Management of special value additions like medical cover for pensioners and beneficiaries, NHIF National Cover, Tax Returns, Loan repayments and deductions of the same from the payroll. For the enhanced medical cover, KPPF pays premium on behalf of a pensioner and recovers the money within a specified period.
- vii. Management of certificate of existence done periodically and tracking of pensioners and beneficiary's status from active to suspended and vice versa either manually or electronically through use of Biometric. (Both options to be availed)
- viii. Accessibility of pensioner and beneficiary's information using various platforms like member self-service, USSD and mobile app.
- ix. Processing of Death In retirement benefits and processing of payments for the same.
- x. End user defined and flexible reports like Payroll Reconciliation, Pension Advice/Payslip, Pensioners Listing, Beneficiaries Listing, Payroll Listing, Medical Cover Listing, National Cover Listing, Tax Certificates, Loan Deductions Listing, Suspended Pensioners and Beneficiaries Listing, Certificate of Existence Listing etc.
- xi. Robust, flexible, and adaptable system to constant pension industry changes.

c. Orphan Trust Fund (OTP)

A Lumpsum amount derived from a deceased member's benefits is deposited into a Bank Account where the funds earn interest at a rate declared by the bank. The OTP pays school fees and upkeep for children up to the age of 18 or 23 if they are still in school. After all the children are out of school the children will share the principal amount plus interest accrued thereof.

Below are the expected system functionalities.

- i. Administration of Member Bio Data like Name, Date of Birth, Date of death
- ii. Administration of Member beneficiary's bio data like Name, Age, Date of Birth, Gender, Type, ID No., PIN No., Telephone No., Email, Postal Address, social media information, profile picture, banking details etc.
- iii. Records Management for both the member and beneficiaries like ID, PIN, Birth certificate, Marriage Certificate, Banking details etc.
- iv. Split of benefits to the children according to their age
- v. Processing of withdrawals from the system to ensure records are up to date.
- vi. Interest Management i.e. receipt and posting of interest to the OTP account and/or individual children's accounts.
- vii. Electronic/Manual Periodic member statement for the OTP account and for individual accounts of the children
- viii. Accessibility of member information using various platforms like member self-service, USSD and mobile app.

- ix. End user defined and flexible reports like OTP Reports that include list of accounts, fund values.
- x. Robust, flexible, and adaptable system to constant pension industry changes.
- xi. Sending alerts (email and SMS) to members when withdrawals/updates are made
- xii. On the accounting module preparation of management accounts for audit purposes
- xiii. Claims Portal where beneficiaries can scan their requests and supporting documents

4.3.2 HR AND OFFICE ADMINISTRATION MODULE

The HR and Office administration module shall be used for managing end to end HR and Office Administration functions of KPPF. It should have a staff self-service interface and an administration interface.

Specific Functional requirements

- i. Recruitment – An online portal for employee recruitment and a continuous recruitment of internship/attachment personnel. HR department should be able to post job title and reference, description, and job requirements. Candidates should be able to apply online, submit their CVs, cover letter and other relevant documents online. HR department should be able to filter candidates as per the requirements set to for the initial shortlisting.
- ii. Employee Personal Information – The system should capture all relevant staff details, images, certificates, contract type, benefits e.t.c
- iii. Performance Management - The Fund uses balanced score card performance management. Staff should be able to develop targets which are then approved by their supervisors. At the end of the financial year, the staff with the supervisor should be able to grade themselves. Using the formulae provided the system should be able to automatically calculate the score for each department and the Fund as a whole. Calculations for any rewards declared should be done by the system.
- iv. Staff training – Staff are entitled to training every year. A training plan is usually developed at the beginning of the year that defines the trainings allocated to each staff. The system should be able to track all the trainings in form of a calendar and generate ad hoc training reports for the HR
- v. leave Management – The HR department should be able to allocate each staff their leave entitlements. Staff should be able to apply for their leaves. The supervisors should receive email notification requesting for leave approval. Once the supervisor approves the leave(s) an email alert should be send to the staff notifying them of leave acceptance or rejection together with any reasons provided. If the leave is approved, it should automatically reflect on the organizational leave calendar. The system should be able to carry over leave days from one calender year to another as per the HR policy.
- vi. Staff payroll management – The HR department should be able to prepare and process payroll. The system should be able to calculate taxes and any other statutory and non-other statutory deductions such as SACCO loans, mortgages etc. It should be KRA Compliant and can be customized to comply with the changes in the country's tax rules and regulations. The system should automatically generate pay slips and send them to the staff email once the payroll is run and payment posted by the Finance department. It should be fully integrated and linked to the General Ledger.
- vii. Management of petty cash, per diem and other staff costs – Application and processing of per diem, petty cash and other staff costs such as mileage reimbursement by staff should be possible on the system
- viii. Membership to professional bodies – management of subscriptions to professional bodies
- ix. employee asset management – Management of assets such as ICT equipment, furniture etc allocated to staff. The system should be able to track these assets as per the various policies of the fund and provide alerts to facilitate re-orders and replacements.
- x. Management of the Staff Welfare

- xi. Other benefits – The system should be able to manage other benefits that staff are entitled to as per the HR policy.
- xii. HR support and incidence reporting portal
- xiii. employee exit – The system should provide clearance for staff exiting the fund by tracking the return of any assets allocated. Each departmental head should be able to clear the staff before the final clearance by HR.
- xiv. Reports for the various HR processes will be required in PDF and excel format. If possible, the HR staff department should be able to easily generate these reports.

4.3.3 SUPPLY CHAIN MANAGEMENT

KPPF is governed by the PPDA Act of 2015 and Regulations 2020. The system shall automate the procurement processes of the Fund.

Specific Functional requirements

- i. Procurement Plan - All the departments should be able to develop a procurement plan on the system (sample procurement plan to be provided) consistent with an approved budget. And where need arises, the disposal plan which should be linked to the finance asset register (template to be provided)
- ii. The procurement department shall approve the final plan and generate a report (PDF and Excel) for presentation to the Trustees for approval. Once approved the plan should be published in a procurement calendar on the system with alerts when procurement timelines are close. After approval, it should be possible for the procurement department to do a supplementary plan or reschedule the plan activities within the financial year under consideration. In addition, it should calculate lead times, budget spent/approved and any variances as may be required.
- iii. Procurement methods and Sourcing,
 - Supplier Registration and Pre-Qualification - online registration and upload documentation.
 - Requisition of goods, works and services by all user departments shall be in line with the approved budget and procurement plan. If the item is not in the approved procurement plan, the HOD should be alerted to do a supplementary (form template to be provided). Also note disposal requisition should be done through the system.
 - internal approvals by heads of departments (form template to be provided). An email alert to be send to finance department to approve based on the line budget balance. Budget balance should show on the department head, procurement and finance Interfaces. If the budget is not enough, the head of department should be prompted to begin the process of budget reallocation. After confirmation of availability of budget by the finance officer in charge of tracking the budget, an email alert should

be sent to the procurement department so that they can select the method of procurement and start procuring the good(s)/service(s)

- the following are methods of procurement, tenders should be editable as when required.
 - Open tendering, with KPPF/PROC/2-A/01/YEAR
 - Registration of Suppliers, with KPPF/PROC/2-B/01/YEAR
 - Restrictive tendering with KPPF/PROC/2-C/01/YEAR
 - Direct procurement, with KPPF/PROC/2-F/01/YEAR
 - Request for quotations, with KPPF/PROC/2-D/01/YEAR
 - Request for proposals, with KPPF/PROC/2-E//01/YEAR
 - Framework agreements, with KPPF/PROC/2-G/01/YEAR
 - Low value procurement, with KPPF/PROC/2-H/01/YEAR

Suppliers should be able to upload tender documents online, will provide email alerts on tender opening dates.

iv. Tender Evaluation

- The Procurement department should be able to generate a memo appointing the tender opening team through the CEO& Trust Secretary (template to be provided). Opening minutes and a summary of the details of the tender opening to be input onto the system.
- The Procurement department should be able to generate a letter appointing the tender opening team through the CEO& Trust Secretary on the system (template to be provided).
- The system should be able to capture both the preliminary, technical and financial evaluation criteria of all tenders (to be done at the publishing stage). Grading by the different evaluation team members to be done on the system based on the published tender requirements.
- The evaluation process will be carried out through the system, it should tabulate the total marks of the evaluators where applicable. The system should also be able to import and export data from /to excel. Once the evaluation team identifies a responsive bidder and submits the final evaluation report and give alerts on evaluation due date that is, within 30 days. The procurement team should be able to use the system to generate notification of intent to award letters, regrets letters, award letters and cancellation letters where applicable. (templates to be provided).
- It is important to note for Disposals and Consultancies the client will provide the evaluation process
- Generation of purchase orders - This should be linked to the contract management (templates will be provided)

- Project Management – If a project is needed, a project is created on the project management module. It should allow for appointment of the contract implementation team, upload the contracts and allow project monitoring of budgets and activity progress to commissioning and sign off.
 - Inspection – goods/services inspection form to be filled by the IAC team/project team and a report generated. The system should also generate GRNs (Form template to be provided).
 - acceptance by the requisitioning department and evaluation teams before payment is done (Form template to be provided).
 - Any documents generated should be pushed to EDMS/sharepoint for easy tracking. (The vendor to provide API for integrating the procurement module with the EDMS system)
- v. Contract management – The system should be used to manage all active contracts, provide alerts and management reports. All the signed contracts should be uploaded on to the system and should be easily searched and viewed by allowed users (including during payment approvals).
 - vi. Vendor/supplier management – The system should be used for vendor rating, manage vendors, provide alerts for supplier who have not been rated, send letters of the results of the rating to suppliers via emails and give quarterly reports. (template to be provided).
 - vii. Inventory Management that is, store requisitioning, automatic update of quantities, should give economic order quantities minimum and maximum stock level, alerts to stock up, and alert on obsolete items generate monthly, quarterly and semi-annually reports on stocks parameter which can export/import to excel (templates to be provided)
 - viii. Payments – Before payments are done by the Finance department, the head of department/IAC that requested the goods/services and the procurement department must approve the payment. The system should therefore provide an interface for capturing invoices from suppliers (with a mandatory field to upload the invoice). Once the invoice and ETR is captured, the head of department then approves with comments (after confirming goods/services delivered are as per their request). On payments, the procurement team should be able to pick all documents required for payments such purchase orders, contracts, invoices scanned on EDMS, delivery notes, inspection reports, completion certificates etc
 - ix. The system should be able to generate all procurement and stores reports on monthly, quarterly and semi-annually basis, or as and when required. (templates to be provided). All reports should be imported and exported to/from excel.
 - x. At every stage the system should give procurement department alerts on due dates.
 - xi. It is important to note that the disposal evaluation process follows the same procedure as open tendering method. However various forms will be generated such as collection of items, half year reports on obsolete items etc.

4.3.4 FINANCIAL MANAGEMENT

The ERP system will be used to efficiently in advanced financial management; all accounting procedures of the business such as cash flow management, general ledger, expense, payments, planning & budget allocation and financial reporting.

4.3.4.1 Key Features

- i. Financial management and Reporting.
 - a) The system **MUST be** able to generate on-demand, real time accurate financial statements.
 - b) Financial reporting with drill down option to source transaction
 - c) Pre-built reports
 - i.) Trial balance;
 - To show opening balances, transaction during the year and closing balances
 - To provide cumulative balances on the TB Notes.
 - Can generate & download in batch with TB notes.
 - Comparisons to:
 - Prior year actuals
 - Budget figures
 - ii.) Statement of changes in net assets.
 - d) Monthly, quarterly reports should be possible
 - e) Statement of net assets.
 - f) Statement of changes in members funds
 - g) Cash flow statements.
 - h) Notes to financial statements as configured by the finance team to meet the IFRS standards.
 - d) Financial reports which are highly flexibility and can be easily customized to see specific types of GL accounts, transaction fields or even custom field values as they are recorded on transactions.
 - e) System should generate reports that are compatible with Microsoft office applications.
 - f) Work with financial statements and overviews in Excel. Ability to upload and download Budgets and Financial statements in Excel and PDF
 - g) Audit friendly.
 - h) Period-end close
 - i) Dashboards to monitor the financial and KPIs in real time.
- ii. General Ledger
 - a) Drill down option to source transaction
 - b) Linkage of control accounts to the various modules in the system ensuring no postage to control accounts without linkage to the specific customer/vendor accounts
 - c) Flexible chart of accounts
 - d) Audit trail
 - e) Integration with other software or an import function of specific report e.g. Payroll, investment, property, pension etc
 - f) Contact Management: Customer and Vendor information is shared cross-departments for improved insights

- g) Journal entries tracking/module/report
- h) Unique Sequencing of documents on each module with Master tracking ensuring no deletion and tracking of voided numbers and transactions
- i) Controls on posting by period/date; closure of period to avoid backdating of transactions

iii. The Fixed Assets management

- a) The system should provide an overview of KPPF fixed assets entire lifecycle of a PPE, from the creation of a purchase order in procurement, through tracking, depreciation and eventual retirement and ensure correct periodic/ on request depreciation. It should also enable KPPF to keep track of maintenance costs, manage insurance policies, post fixed asset transactions, and generate various detailed reports and statistics.
- b) The fixed assets should be integrated with the procurement/finance module to ensure that once a fixed asset is procured, it automatically goes into the fixed assets register with the correct value of the purchase price and disposal of the assets.
- c) Fixed asset roll forward, Integrated Financial Reporting.
- d) The system should be able to accurately generate detailed information and create reports on any of the above lifecycle of fixed assets.
- e) The fixed asset register should be able to integrate with the property module and produce and full report on PPE.

iv. Customer Management

Billing Module for Sponsors- Sponsors to be billed based on schedules received. The system should support sponsor statements and receipts allocations in cases where the amounts received are split.

- a) Customer Account Dashboard
- b) The module should also support receipts transfer, in cases where contributions are received as one cheque and yet they refer to members in different schemes, so it allows for transferring some amounts to a different scheme.
- c) Integration with the bank, pension administration, investment and property module. Any monies received through the investment and property module to reflect on the accounting ledgers.
- d) Ageing both summary and detailed of outstanding balances. The system should allow matching of receipts to invoices

v. Vendor Management

- a) Vendor Account Dashboard
- b) Integrated Process Workflow. (Requisition, Purchase orders, LPO, GRN, Supplier invoice, Payment)
- c) Basic: Generation of statements, Payment vouchers, Check Printing
- d) Automate the Payment workflow with EDMS integration (API needed)/sharepoint for maker checker payment approvals by the Finance department, CEO and the Trustees. The Finance team, CEO and Trustees need to view associated contracts and justifications before approving any payments.
- e) Export payments directly to a bank file when posting (After all approvals are done). The Vendor shall provide an API (KPPF to share the file format)
- f) Ageing both summary and detailed of outstanding balances. The system should allow matching of payments to invoices.

- g) The payment approval process should be easy and seamless processing of payable to authorization by Trustee on their platform.
- h) Budget based payment – Any payment made must be mapped to an associated budget line and update the budget balance and trial balances.
- i) All approval process in the whole payment process to be done in the system. ie payment of casuals. should be done in HR module and all rates determined or set in the system.
- j) Managing Inter Funds Transactions - Set up inter-Fund (DC, DB, IDD, PMRFetc) and process transactions, manually or automatically, between the Funds within KPPF.
- k) Trustee payment module_ system should be/ must be able to track Trustee meetings and initiated through the CEO offices and once the attendance list is uploaded as a payable for processing.
- l) Update automatically receivables and payable based on data from bank information and other departments ie. investments and pensions admin.
- m) Ageing both summary and detailed of outstanding balances. The system should allow matching of payments to invoices

vi. Cash and Bank management

- a) Perform online reconciliation of bank transactions with bank feed integration. The vendor provides an API for integrating the receipt process with the bank, sponsor and the pension administration system/module. The system should have capability to do auto-reconciliation with the banks.
- b) Managing Bank Accounts - Reconcile bank accounts and transfer funds between bank accounts. The module should be able to generate reports
- c) The monies through the integrated system with the bank should reflect on real time on the system.
- d) Once funds are received & receipted to the accounts it automatically sends notification in the form of text or email notification.

vii. Imprest Application.

- a) The system should be integrated with the entire Funds workforce and departments in that imprest applications are made by individual users and all necessary approval done at cost center/approvers and budget holders are made before the application is forward to payables for processing.
- b) Imprest application should be able to advance staff funds within specified timeliness and which the user can not be advanced or reimbursed any other funds before the advance has been retired.
- c) Imprest application should be able to be easily integrated with other payment modes ie mobile money transfers.
- d) Dashboard reminders notify finance when active allocation schedules need to be processed.
- e) System should be able to generate on-demand/ real time reports. ie user profile.

viii. Income/Revenue Recognition Management and Expense management.

- a) The Fund receives incomes from different sources hence the fund uses accrual accounting while recognizing income. The system should accommodate accounting for income when

it is earned or realized. Recognition does not necessarily coincide with when the actual payment or receipt is made or received.

- b) Expenses. Similarly, to incomes, the Fund recognizes expenses at the period which they are accrued.

ix. **Tax Management.**

- a) Computation of taxes and tax reports.
- b) Configurable tax brackets engine that provides end-to-end domestic and global tax management through one simple, easy-to-use system that generates detailed reports analyzing transactions down to line item tax details in real-time and on-demand.
- c) Dashboard reminders to notify users when active allocation schedules need to be processed.
- d) PAYE tabulation for employment income under Income Tax Cap 460. Generation of excel reports portable to itax system for filing income tax.
- e) Corporation Income Tax computation and generation of excel reports for filing.
- f) Computation of withholding income tax and generation of excel reports compatible to itax system.
- g) Computation of withholding VAT and generation of excel reports for filing on itax system.
- h) VAT - computation of input vat and output vat and maintenance of control account for vat. Generation of reports in itax format for filing.

x. **Planning, Budget Management and Reporting.**

The system should be able to manage and track budgets

- a) **Cost Centre Management**
- b) Group Budget preparation - Each cost center/department to be able to create their budgets in annual preparation on the system and update simultaneously to the system for final consolidation in the finance department and flexibility of generating information and creating reports.
- c) Group budget monitoring – the respective budget holders can monitor their full/individual cost centers budget allocation vs actual in real time i.e. goods/services cannot be procured if the cost center does not have budget allocation. Also generating information and creating reports.
- d) The system should be able to do budget allocation vs actual in real time and generating information and creating reports such as budget variance analysis, budget forecasting and what if analysis, supplementary budget.
- e) All transaction and budget lines and costs for both recurrent and capital expenditure on the system. The system should aggregate the budget lines into a draft budget. The draft budget is then reviewed and debated by the departments, finance and management and moderated until an acceptable budget is agreed upon by the management. The final budget is presented and approved by the trustees (It should be possible to generate/and or upload a PDF and Excel format of the budget). After approval, it should be possible for finance to reallocate budgets between budget lines for a department. A request must be made by the department head with a justification and must be approved by the Finance Manager. Their interfaces should show budget balances for the different budget lines.

- f) On-demand/real time Cash Flow statement for the month against budgeted allocations done for the month. The system should be able to allow departments/ cost centers input the cash flow needs for the period and produce a consolidated cash flow statement.
 - g) The system should have dashboard reminders to notify users when active allocation schedules need to be processed. After reviewing, it should be possible to create the journal entry for all the schedules with a single click on pending matters that require the user's attention.
 - h) Analyze the costs of running KPPF by allocating actual and budgeted costs of operations, departments, products, and projects to cost centers and able to create forecasts and generate reports.
 - i) Dashboard reminders to notify users when active allocation schedules need to be processed.
- xi. **Performance review.**
- a) Reports on return on investment for all investments made by the Fund over a specified period including the Internal Rate of Return (IRR)

4.3.5 INVESTMENT

The investment module shall be used to manage all the KPPF investment functions of the Fund and provide the necessary dashboards and reports.

- The systems should have a comprehensive scheme investment register. It should have the ability to Monitor Investment performance and be able to incorporate new Investment guidelines, tracks Investment movement i.e. new Investments. Generates various investment reports and allows for Investment management at various levels and categories.
- The investment module shall capture all the KPPF investment functions which includes and are not limited to, Fund management, Regulations compliances and monitoring, Equity Management, Money Markets management (Call deposits, Fixed Deposits), Bonds (Government Bonds, Treasury Bills, Corporate Bonds, Commercial paper, Units Trust, Real Estate(property) etc.)
- No duplication of input by the Finance function – Any input made at the investment module should hit the right ledgers in accounts.
- Automatic reconciliation of custody account statements with fund managers' data
- Batch upload of investment data through a fund managers' portal
- The module should have Business intelligence, dashboards and reporting tool to show past, current and future trend for all the investments of the fund. The reports should be easily configurable.
- Dynamic Presentations: Format Excel models efficiently with shortcut commands that integrate Excel data to PowerPoint and Word.
- Report Builder: Produce detailed, customizable reports for a specific Fund manager, Investee company, or asset class or a combination of all with details and in comparison, with predetermined benchmarks.
- Been able to have in built performance return calculation per asset class, per Fund Manager and aggregate Fund performance with graphical representation

4.3.6 Individual Assets Classes

i. Equity

It should be possible to manage all types of equities on the system. The following capabilities should be incorporated into the system:

- a) Equity Purchase for both Primary & Secondary Markets.
- b) Daily pricing to enable KPPF to recognize the unrealized gain or loss.
- c) Bonus capturing.
- d) Dividend management - dividend declaration to enable recording of income receivable and dividend receipting.
- e) Share splitting.
- f) Share reconstruction.
- g) Rights Issue management.
- h) Equity Disposal to enable record the actual gain or loss of the asset
- i) Provisioning of Assets.
- j) Ability to generate share performance reports, trends and projections (Reports for individual counters and aggregate asset class performance
- k) Benchmark calculation and comparison with Fund performance
- l) Equity register with movements during specified period ie Purchase, sales, dividends, splits, bonuses, gain/loss on sale, gain or loss on valuation and market value
- m) The equity module should be linked to the finance module (Update the GL)

ii. Money Market

The system should manage all functions related to Money Market. These include and not limited to: -

- a) Capture all the Asset information including the following
 - Deposit Name
 - Maturity date
 - Deposit interest rate
 - No. of interest days in a year
 - Interest dates
 - Deposit cost
- b) Asset purchase request.
- c) Purchase of asset.
- d) Interest calculation and accrual.
- e) Rollover (Full, Partial, Addition).
- f) Disposal/Redemption
- g) Money market register with movements during specified period ie Purchase, sales, interest received Accrued interest and Market value.
- h) Benchmark calculation and comparison with Fund performance
- i) Interest receipts with email reminders on interest dates

iii. Government Bonds

The system should manage of all functions related to Government Bonds. These functions include and not limited to: -

- a) Capture all the Asset information including the following

- Bond Name
 - Maturity date
 - Bond interest rate
 - No. of interest days in a year
 - Interest dates
 - Bond cost
- b) Asset purchase request
 - c) Purchase of asset
 - d) Interest accrual
 - e) Amortization
 - f) Daily pricing
 - g) Partial and full Disposal/Redemption
 - h) Gain or Loss on disposal
 - i) Gain or loss on valuation of Bonds
 - j) Benchmark calculation and comparison with Fund performance
 - k) Interest receipts with email reminders on interest dates
 - l) Government bond register with movements during specified period ie Purchase, sales, dividends, splits, bonuses, gain/loss on sale, gain or loss on valuation and market value

iv. Corporate Bonds

The system should manage all functions related to Corporate Bonds. These include and not limited to: -

- a) Capture all the Bond information including the following
 - Bond Name
 - Maturity date
 - Bond interest rate
 - No. of interest days in a year
 - Interest dates
 - Bond cost
- b) Asset purchase request.
- c) Purchase of asset.
- d) Interest calculation and accrual.
- e) Rollover (Full, Partial, Addition).
- f) Disposal/Redemption
- g) Corporate Bonds register with movements during specified period ie Purchase, sales, interest received Accrued interest and Market value.
- h) Benchmark calculation and comparison with Fund performance
- i) Interest receipts with email reminders on interest dates

v. Offshore Investments

It should be possible to manage all types of Offshore investments on the system. The following capabilities should be incorporated into the system:

- a) Offshore portfolio Purchases
- b) Offshore portfolio Sales
- c) Offshore valuations
- d) Gain/Loss on valuations

- e) Gain/loss on sales/disposals
- f) Forex gain or loss
- n) Benchmark calculation and comparison with Fund performance
- o) Offshore register with movements during specified period ie Purchase, sales, gain/loss on sale, gain or loss on valuation, Forex gain or loss and market value

vi. Private Equity

- ii. Ability to capture and perform the following.
 - a) Capture all the PE Fund information including the following
 - Fund size
 - Investments made and amounts invested in investee companies
 - Life of the Fund
 - Management fees
 - Expected IRR
 - Vintage year
 - Investment focus
 - Geographical focus
 - b) Various drawdowns made over the investment period-allocation specific drawdowns to purpose e.g.-investment management fees, capital invest and company invested in, working capital etc.
 - c) Various distributions made indicating nature of distribution eg- dividends, capital distribution etc.
 - d) Calculation valuation gain/loss on invested portfolios
 - e) Calculate performance return on individual PE funds and for total PE funds in comparison with benchmarks
 - f) Provide movement reports showing new investments, Exits, valuation gain/losses/ multiples at exits, IRR etc.

vii. Unquoted Investments

Refers to direct investments in companies

- i. The system should be able to capture the following details about Unquoted asset
 1. The Investment Name & Company invested in
 2. The investment Term
 3. Nature of investment eg-Debt, capital etc
 4. Terms of investment
 5. Investment return-eg Interest, dividends
 6. Rate of return on investment
- ii. Perform the acquisition/ sale etc
- iii. Periodic Investment valuation
- iv. Valuation gain/loss on valuation
- v. Calculate gain/loss on disposal
- vi. Forex gain or loss if any
- vii. Calculated periodic investment return in comparison with the Benchmark
- viii. Provide movement reports showing new investments, Exits, valuation gain/losses/IRR etc

viii. compliances and monitoring

The system should be able to indicate the percentage of investment in different asset classes as compared with the Regulatory and IPS guidelines.

ix. Investment management Expenses

The system should be able to calculate and post to accounts the following.

- b. Fund managers management fees based on agreed fee rates
- c. Custodian fees based on agreed fees rates
- d. All other investment related expenses

x. Perform the following reconciliation

- e. Custody bank reconciliations and generate reports
- f. Custodian-Fund manages reconciliation

4.3.7 PROPERTY

The property module shall be used to manage all KPPF real estate investment and provide the necessary dashboards and reports.

- The systems should have a comprehensive property register with ability to Monitor Performance of each property over a given period as well as from acquisition, development, and disposal.
- No duplication of input by the Finance function – Any input made at the property module should hit the right ledgers in accounts.
- Automatic reconciliation of receipts with bank statements
- Batch upload of property data
- Dynamic Presentations: Format Excel models efficiently with shortcut commands that integrate Excel data to PowerPoint and Word.
- Report Builder: Produce detailed, customizable reports for a specific property, or a combination of all properties with details and in comparison, with predetermined benchmarks.
- Been able to have in built performance return calculation with graphical representation

Specific Property functions

4.3.7.1 Property acquisitions

The system should be able to capture details such as;

- a. Date of acquisition of property
- b. Location details
- c. Vendor
- d. Purchase price
- e. Title details and rights thereto i.e LR. No, Tenure etc
- f. Consultants involved in acquisition and their fees-Eg Lawyers, valuers, surveyor, physical planner
- g. Be able to capture valuation details every year as well as calculate valuation gain and post figures to the right ledgers in accounts.
- h. Lease management-Provide leasehold periods and alerts when leases are about to expire.

4.3.7.2 Project Management

The system should be able to configure acquired properties to work in progress upon approval for development. The project management module should be able to perform the following;

- a. Capture the type of approved development eg, residential, commercial, industrial, leisure/hotels etc, Budget and projected timelines.
- b. Development specifics such as built up areas, number of floors, blocks, number of units and units per floor, built up areas for the units, unit specifics-Eg. 3Br, 2Br, 3Br-DSQ etc unit cost and selling prices (For commercial projects units cost will be captured per square meter/feet)

- c. Input various development approvals and their costs-Eg Change of User, NEMA, PP2, approval of development plans
- d. Input the various development consultants-Eg Design team (Architect, QS, Electrical Engineers, Civil Engineers, Mechanical Engineers), lawyers, valuers, sales agents, physical planners, surveyors, Contractors, and subcontractors etc and their awarded sums either in figures or percentages
- e. Monitor projects progress against projects timeline and budget and issued certificates
- f. Projects closure-provide for handover of all required documents such as approved plans, certificate of occupation and completion, manuals for equipment and machinery
- g. At any stage, the system should be able to generate detailed customizable reports with dynamic presentations

4.3.7.3 Property Sales and Marketing

Properties can either be disposed developed or undeveloped.

For undeveloped properties, the system should be able to capture the following

- a. Date of Disposal
- b. Details of purchaser-Name, Pin, ID, contact details, address, email, certificate of registration number for corporates
- c. Sale price
- d. Input consultants involved in the disposal process eg. Lawyers, valuers, sales agents and their fees.
- e. Input and document the different stages of disposal eg. Offer letter issued, sale agreement executed, Transfer

All expenses and income generated from the disposal should post to the relevant account ledgers.

Developed properties can be sold off plan, during construction and or after construction. The system should be able to perform the following;

- a. Sales and Marketing
 - i. Lead/Enquiry Management - Capture property enquiries and track the status of leads and prospects. These should be assigned automatically based on predefined assigning rules and are further qualified into opportunities upon analysis of information.
 - ii. Customer Management: Keep customers engaged with personalized, relevant campaigns. Send them automated alerts and reminders about pending payments, contract renewals etc.
 - iii. Capture the sale prices for the units. System should be able to allow variation of prices overtime and post such variations to accounts accordingly
 - iv. Input purchaser details for the specific units-Eg. Name, Pin, ID, contact details, address, email, certificate of registration number for corporates

- v. Input details of consultants involved in the sales process Eg. Lawyer and their fees calculated as a percentage of the sale price, Sales agents and their fees calculated as a percentage of the sales price.
- vi. Offer Management – Manage offers process and reserve property units against offers for a predefined period and manage shortlisted units.
- vii. Payment flexibility in the form of different payment plans. Automate receivables based on payment terms of an offer.
- viii. Track payments against the set payment plans and alert sales team of any defaults
- ix. Manage resales from purchasers who are unable to complete their transactions
- x. Manage the sales process -Track movement of documents from offer letters, sale agreement, lease execution and transfer across all players.
- xi. Issue license agreement to purchasers in need of early occupation pending the transfer process. In the case of early occupation where a license agreement is issue, this should be treated as a tenancy agreement where the purchaser pays monthly rent for a given period.
- xii. Post all receivables, income, payables and expenses to the correct ledgers in accounts.
- xiii. Purchaser Management - Customizable customer portals that allows purchasers to view their payments history, access relevant documents, auto receipting, raise and track requests or complains.
- xiv. At any stage, the system should be able to generate detailed customizable reports with dynamic presentations

4.3.7.4 Property Management

The system should be able to capture the following information

- a. Details of the property-Type of development (commercial, residential, industrial etc), location, built up areas, rents per unit and or sqft for commercial properties, parking and cost of parking, service charge per unit or sq ft.
- b. Lease Management for commercial premises-Capture details of every lease such as lessee details (Name, Pin, ID, contact details, address, email, certificate of registration number for corporates), term of lease, details of rented space (Name of space, size, location within the building such floor or block), rent and service charge payable per square feet per month, quarter, annually, manage lease escalations.
- c. Tenancy management for residential premises- Capture details of every tenancy such as tenancy details (Name, Pin, ID, contact details, address, email, certificate of registration number for corporates), term of tenancy, details of rented space (Name of property, unit number, location), rent and service charge payable per month, quarter, annually, manage tenancy renewals.
- d. Contract management-the system should be able to capture all service providers contracted to manage properties (such as property/facility manager, security services providers, gabage collection, land scaping, water providers etc), costs thereto, terms of the contract and provide alerts when the contracts are about to expire.

- e. Service charge Administration-For every property where service charge is received, the system should be able to separate the landlords income (rent) from service charge. Service charge is used to settle utility bills.
- f. Input all income from either rent or service charge and record all expenses and post them to the relevant ledgers in accounts.
- g. Keep track of all income, receivables and expenses against budgets and provide alerts were collections or payments are delayed.
- h. Tenants Management and tenant billing - Customizable customer portals that allows tenants to view their payments history, access relevant documents such as tenancy contracts, request for renewal or termination of contracts and raise and track maintenance requests
- i. At any stage, the system should be able to generate detailed customizable reports with dynamic presentations
- j. Property Maintenance - Maintenance tasks for properties or fixed assets associated with properties can be recorded, quoted and scheduled for either internal maintenance or third-party organizations.

4.3.8 PROJECT MANAGEMENT

- i. An integrated tool for managing all the projects of the fund. The system should facilitate the formation of the project teams (both technical and steering), project goals and expected outcomes, project charter, project plan, project activities, approved BOQs and their costing, milestones and periodic status updates that can be viewed by management until the project is completed.
- ii. The system should have an interface where management can view the progress of the various projects.
- iii. Generation of Project status reports

4.3.9 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS)

leverage on the SharePoint infrastructure of KPPF to share, manage, and collaborate efficiently and search for documents from the ERP interface. The vendor will also configure the necessary workflows required in the maker checker processes of the ERP. The vendor will be required to configure proper permissions for each of the user roles that will be allowed to access specific document categories. They system should have ability to integrate with other third party document management systems.

4.3.10 BUSINESS INTELLIGENCE AND REPORTING TOOL

The system should allow for creation of reports to track budgets vs. live actuals and variances, comparative reports across multiple time periods and functions to analyze performance over time. The system should have the ability to create custom and management reports from all the modules

4.3.11 CUSTOMER RELATIONSHIP MANAGEMENT (CRM)

The ERP to provide a tool for managing all KPPF relationships and interactions with customers and potential customers which should contain the below basic requirements of a CRM

- i. **Contacts:** It should have contacts information for all its membership, service providers, stakeholders and clients.
- ii. **Analytics.** It should have analytics to get a 360° customer view, measure escalation, predict success.
- iii. **Performance.** It should have a performance management tool to allow measuring KPIs and viewing results.
- iv. **Social Media.** It should have opportunities for social media integration.
- v. **Mobile App/USSD/SMS Query System.** It should have opportunities to integrate with the existing mobile gateways.
- vi. **Email Marketing.** It should have email marketing tools in place to create eye-catching promotions and newsletters, send emails to the targeted audience, track the efficiency of email marketing campaigns.
- vii. **Reports.** It should provide capabilities to process and analyze data in the most efficient way.
- viii. **Call Center.** It should have capacity to integrate to existing call center to make calls, record calls, track history

4.3.12 TRUSTEE SECRETARY OFFICE

- (i) It should be able to schedule board meetings on the system and track attendance. The attendance should be linked to the finance module for Trustee allowance processing.
- (i) A trustee portal/mobile app where Trustees can view payment supporting documents (integration to EDMS required)
- (ii) The Trustees should be able to view specified real time reports through the portal as shall be defined by the users
- (iii) Board members Polling
- (iv) Multi company ie Can independently be used by Trustees of different funds
- (v) Board Evaluation
- (vi) Sharing of Board Reports
- (vii) Track & update compliance status and reporting
- (viii) Minutes capture & reminders
- (ix) Communication & Collaboration through integration with Microsoft Teams and other collaboration tools. The system should be integrated with the existing Microsoft Office 365 infrastructure.

4.4 SECURITY

- The system should be able to track user activity with comprehensive activity logs and proper audit trail reports. It should be able to segregate user accessibility to specific modules.
- System should have well-defined role segmentation with proper approval set ups for the various processes as necessary.
- The system should have well set prompts and process checks.
- The system should have capability for tasks assignments and escalation when SLA is violated.
- Integration with the existing corporate Microsoft office 365 and Active Directory for a two-factor authentication

4.5 TECHNICAL REQUIREMENTS

- i. Architecture: The System must be based on a Service-oriented architecture (SOA) and web based.
- ii. Database: The system should have the ability to work from any relational Database platform chosen by KPPF.
- iii. Security: The system should adhere to and demonstrate compliance to
 - i. information security and privacy best practice standards such as ISO standards. The setup will be done on a primary and a secondary site. The vendor shall be required to configure both sites in addition to scheduling backups.
- iv. Scalability: The system should be robust and scalable to other pension and non-pension lines such as real estate, Asset Management & other 3rd Party enterprises.
- v. Integration: Ensure full integration into 3rd party business applications by building appropriate connections for all critical interfaces with the new system. These include interfaces (but are not limited to) to:
 - a) Regulatory authority portals (Tax, RBA Returns, etc.)
 - b) Banking Portals & Systems
 - c) Data Warehouse & Business Intelligence
 - d) SMS Platforms
 - e) Contact Centre on Cisco Platform
 - f) Pension Management System
 - g) Other third-party batch file upload utilities
 - h) KPPF Websites
- vi. The vendor to specify compute and storage requirements

4.7.1.1 MEMBER AND PENSION ADMINISTRATION – ATTACHMENT A MANDATORY SPECIFICATIONS - MEMBER ADMINISTRATION

No.	Specification Description	Bidder Response	Comply (Y/N)
1	Administration of Member Bio Data like Name, Age, Date of Birth, Date of Employment, Date of Joining Scheme, Gender, Marital Status, ID No., PIN No., Telephone Number, Email, Work Station, Department, Designation, Postal Address, social media info, profile picture, banking details, exit details etc.		
2.	Administration of Member beneficiary's bio data like Name, Age, Date of Birth, Gender, Type, ID No., PIN No., Telephone No., Email, Postal Address, social media information, profile picture, banking details etc.		
3.	Records Management for both the member and beneficiaries like ID, PIN, Birth certificate, Marriage Certificate, Exit letter, Banking details etc.		
4.	Contributions Management i.e. receipt and posting of member contributions to members plus interests' allocation to member accounts.		
5.	Benefits processing using predefined formulas for different types of exits like death in service, late retirement, normal retirement, early retirement, medical retirement, dismissal, termination, resignation, immigration, transfer out etc. plus tax computation and processing the same to accounts for payment		
6.	Management of different sponsors like KPLC, KETRACO, KNEB etc.		
7.	Management of different funds like Defined Benefits, Defined Contributions, Income Draw Down, Post-Retirement Medical Fund etc.		
8.	Electronic/Manual Periodic member statement to be posted via emails, SMS, social media platform etc.		
9.	Accessibility of member information using various platforms like member self-service, USSD and mobile app.		
10.	End user defined and flexible reports like Administrative Reports, Members Listing, Beneficiary Listing Contributions Listing, Benefits Processed Listing, RBA Returns, Administrative Report to each Sponsor, Data for Financial Review, Actuarial Data for valuation, Contributions Reconciliation etc.		
11.	Robust, flexible, and adaptable system to constant pension industry changes.		
12.	Sending alerts (email and SMS) to members when updates are made		

13.	Member self service portal with a what if analysis calculator, member statements, member bio data, member bio data updates etc		
14.	Provision for differentiated investment by members based on their risk appetite. Members can choose the risk portfolio to invest in		

Note: KPPF already has an existing Enterprise Service Bus (ESB) and an SMS gateway. The bidder shall be required to provide the necessary APIs for integration.

4.7.1.2 MEMBER AND PENSION ADMINISTRATION – ATTACHMENT A MANDATORY SPECIFICATIONS – PENSION ADMINISTRATION

No.	Specification Description	Bidder Response	Comply (Y/N)
1	Administration of Pensioner Bio data which should be a mirror of the same information contained in members bio data register plus pension being earned.		
2	Administration of Pensioner beneficiary's bio data which should be a mirror of the same information contained in members beneficiary's bio data plus pension being earned.		
3.	Records Management for both the pensioners and pensioner beneficiaries like ID, PIN, Birth certificate, Marriage Certificate, Death Certificate, Certificate Of Existence, Calculation worksheet, Banking details etc.		
4.	Pension payroll processing inclusive changes like banking details, change of pension due to increment and change of tax, production, stoppage of pension, reinstatement, new pensioners and beneficiaries, pension reconciliation reports and processing of the payment.		
5.	Management of different type of payrolls like for different Funds and Mini payroll provision.		
6.	Management of special value additions like medical cover for pensioners and beneficiaries, NHIF National Cover, Tax Returns, Loan repayments and deductions of the same from the payroll. For the enhanced medical cover, KPPF pays premium on behalf of a pensioner and recovers the money within a specified period.		
7.	Management of certificate of existence done periodically and tracking of pensioners and beneficiary's status from active to suspended and vice versa either manually or electronically through use of Biometric. (Both options to be availed)		
8.	Accessibility of pensioner and beneficiary's information using various platforms like member self-service, USSD and mobile app.		
9.	Processing of Death In retirement benefits and processing of payments for the same.		
10.	End user defined and flexible reports like Payroll Reconciliation, Pension Advice/Payslip, Pensioners Listing, Beneficiaries Listing, Payroll Listing, Medical Cover Listing, National Cover Listing, Tax Certificates, Loan Deductions Listing, Suspended Pensioners and Beneficiaries Listing, Certificate of Existence Listing etc.		
11.	Robust, flexible, and adaptable system to constant pension industry changes.		
12.	Enhanced Medical Cover		
13.	Income Draw Down		

14.	Post Retirement Medical Fund		
-----	------------------------------	--	--

4.7.1.3 MEMBER AND PENSION ADMINISTRATION – ATTACHMENT A MANDATORY SPECIFICATIONS – ORPHAN TRUST PROGRAM (OTP)

No.	Specification Description	Bidder Response	Comply (Y/N)
1	Administration of Member Bio Data like Name, Date of Birth, Date of death		
2	Administration of Member beneficiary's bio data like Name, Age, Date of Birth, Gender, Type, ID No., PIN No., Telephone No., Email, Postal Address, social media information, profile picture, banking details etc.		
3	Records Management for both the member and beneficiaries like ID, PIN, Birth certificate, Marriage Certificate, Banking details etc.		
4	Split of benefits to the children according to their age		
5	Processing of withdrawals from the system to ensure records are up to date.		
6	Interest Management i.e. receipt and posting of interest to the OTP account and/or individual children's accounts.		
7	Electronic/Manual Periodic member statement for the OTP account and for individual accounts of the children		
8	Accessibility of member information using various platforms like member self-service, USSD and mobile app.		
9	End user defined and flexible reports like OTP Reports that include list of accounts, fund values.		
10	Robust, flexible, and adaptable system to constant pension industry changes.		
11	Sending alerts (email and SMS) to members when withdrawals/updates are made		
12	On the accounting module preparation of management accounts for audit purposes		
13	Claims Portal where beneficiaries can scan their requests and supporting documents		

4.7.2.1 HR AND OFFICE ADMINISTRATION MODULE – ATTACHMENT B MANDATORY SPECIFICATIONS

No.	Specification Description	Bidder Response	Comply (Y/N)
1	Recruitment – An online portal for employee recruitment and a continuous recruitment of internship/attachment personnel. HR department should be able to post job title and reference, description and job requirements. Candidates should be able to apply online, submit their CVs, cover letter and other relevant documents online. HR department should be able to filter candidates as per the requirements set to for the initial shortlisting.		
2	Employee Personal Information – The system should capture all relevant staff details, images, certificates, contract type, benefits e.t.c		
3	Performance Management - The Fund uses balanced score card performance management. Staff should be able to develop targets which are then approved by their supervisors. At the end of the financial year, the staff with the supervisor should be able to grade themselves. Using the formulae provided the system should be able to automatically calculate the score for each department and the Fund as a whole. Calculations for any rewards declared should be done by the system.		
4	Staff training – Staff are entitled to training every year. A training plan is usually developed at the beginning of the year that defines the trainings allocated to each staff. The system should be able to track all the trainings in form of a calendar and generate ad hoc training reports for the HR		
5	leave Management – The HR department should be able to allocate each staff their leave entitlements. Staff should be able to apply for their leaves. The supervisors should receive email notification requesting for leave approval. Once the supervisor approves the leave(s) an email alert should be send to the staff notifying them of leave acceptance or rejection together with any reasons provided. If the leave is approved, it should automatically reflect on the organizational leave calendar. The system should be able to carry over leave days from one calender year to another as per the HR policy.		
6	Staff payroll management – The HR department should be able to prepare and process payroll. The system should be able to calculate taxes and any other statutory and non-other statutory deductions such as SACCO loans, mortgages etc. It should be KRA Compliant and can be customized to comply with the changes in the country’s tax rules and regulations. The system should		

	automatically generate pay slips and send them to the staff email once the payroll is run and payment posted by the Finance department. It should be fully integrated and linked to the General Ledger.		
7	Management of petty cash, per diem and other staff costs – Application and processing of per diem, petty cash and other staff costs such as mileage reimbursement by staff should be possible on the system		
8	Membership to professional bodies – management of subscriptions to professional bodies		
9	employee asset management – Management of assets such as ICT equipment, furniture etc allocated to staff. The system should be able to track these assets as per the various policies of the fund and provide alerts to facilitate re-orders and replacements.		
10	Management of the Staff Welfare		
11	Other benefits – The system should be able to manage other benefits that staff are entitled to as per the HR policy.		
12	HR support and incidence reporting portal		
13	employee exit – The system should provide clearance for staff exiting the fund by tracking the return of any assets allocated. Each departmental head should be able to clear the staff before the final clearance by HR.		
14	Reports for the various HR processes will be required in PDF and excel format. If possible, the HR staff department should be able to easily generate these reports.		

4.7.3.1 SUPPLY CHAIN MANAGEMENT – ATTACHMENT C MANDATORY SPECIFICATIONS

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	Procurement Plan - All the departments should be able to develop a procurement plan on the system consistent with an approved budget. And where need arises, the disposal plan which should be linked to the asset register		
2.	Publish procurement plan on a procurement calendar. After approval, it should be possible for the procurement department to do a supplementary plan or reschedule the plan activities within the financial year under consideration.		
3	e-procurement consistent with PPDA act of 2015,		
4	Contract management – The system should be used to manage all active contracts, provide alerts and management reports. All the signed contracts should be uploaded on to the system and should be easily searched and viewed by allowed users (including during payment approvals).		
5	Vendor/supplier management – The system should be used for vendor rating, manage vendors, provide alerts for supplier who have not been rated ,send letters of the results of the rating to suppliers via emails and give quarterly reports. (template to be provided).		
6	Inventory Management - store requisitioning, automatic update of quantities, should give economic order quantities minimum and maximum stock level, alerts to stock up, generate monthly reports on stock which can export/import to excel		
7	Payments – Before payments are done by the Finance department, the head of department that requested the goods/services and the procurement department must approve the payment. The system should therefore provide an interface for capturing invoices from suppliers (with a mandatory field to upload the invoice). Once the invoice is captured, the head of department then approves with comments (after confirming goods/services delivered are as per their request). On payments, the procurement team should be able to pick all documents required for payments such purchase orders, contracts, invoices scanned on EDMS, delivery notes, inspection reports, completion certificates etc		
8	The system should be able to generate reports, monthly, quarterly and semi-annually.		

4.7.4.1 FINANCIAL MANAGEMENT – ATTACHMENT D

MANDATORY SPECIFICATIONS - FINANCIAL MANAGEMENT AND REPORTING.

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	The system MUST be able to generate on-demand, real time accurate financial statements.		
2.	Financial reporting with drill down option to source transaction		
3.	Pre-built reports		
	i. Trial balance; <ol style="list-style-type: none"> 1. To show opening balances, transaction during the year and closing balances 2. To provide cumulative balances on the TB Notes. 3. Can generate & download in batch with TB notes. 4. Comparisons to: <ul style="list-style-type: none"> • Prior year actuals • Budget figures 		
	ii. Statement of changes in net assets. Monthly, quarterly reports		
	iii. Statement of net assets.		
	iv. Statement of changes in members funds		
	v. Cash flow statements.		
	vi. Notes to financial statements as configured by the finance team to meet the IFRS standards.		
4.	Financial reports which are highly flexibility and can be easily customized to see specific types of GL accounts, transaction fields or even custom field values as they are recorded on transactions.		
5.	System should generate reports that are compatible with Microsoft office applications.		
6.	Work with financial statements and overviews in Excel. Ability to upload and download Budgets and Financial statements in Excel and PDF		
7.	Audit friendly.		
8.	Period-end close		
9.	Dashboards to monitor the financial and KPIs in real time.		

**4.7.4.2 FINANCIAL MANAGEMENT – ATTACHMENT D
MANDATORY SPECIFICATIONS - GENERAL LEDGER**

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	Drill down option to source transaction		
2.	Linkage of control accounts to the various modules in the system ensuring no postage to control accounts without linkage to the specific customer/vendor accounts		
3.	Flexible chart of accounts		
4.	Audit trail		
5.	Integration with other software or an import function of specific report e.g. Payroll, investment, property, pension etc		
6.	Contact Management: Customer and Vendor information is shared cross-departments for improved insights		
7.	Journal entries tracking/module/report		
8.	Unique Sequencing of documents on each module with Master tracking ensuring no deletion and tracking of voided numbers and transactions		
9.	Controls on posting by period/date; closure of period to avoid backdating of transactions		

4.7.4.3 FINANCIAL MANAGEMENT – ATTACHMENT D
MANDATORY SPECIFICATIONS - THE FIXED ASSETS MANAGEMENT

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	The system should provide an overview of KPFF fixed assets entire lifecycle of a PPE, from the creation of a purchase order in procurement, through tracking, depreciation and eventual retirement and ensure correct periodic/ on request depreciation. It should also enable KPFF to keep track of maintenance costs, manage insurance policies, post fixed asset transactions, and generate various detailed reports and statistics.		
2	The fixed assets should be integrated with the procurement/finance module to ensure that once a fixed asset is procured, it automatically goes into the fixed assets register with the correct value of the purchase price and disposal of the assets.		
3	Fixed asset roll forward, Integrated Financial Reporting.		
4	The system should be able to accurately generate detailed information and create reports on any of the above lifecycle of fixed assets.		
5	The fixed asset register should be able to integrate with the property module and produce and full report on PPE.		
6	The system should provide an overview of KPFF fixed assets entire lifecycle of a PPE, from the creation of a purchase order in procurement, through tracking, depreciation and eventual retirement and ensure correct periodic/ on request depreciation. It should also enable KPFF to keep track of maintenance costs, manage insurance policies, post fixed asset transactions, and generate various detailed reports and statistics.		
7	The fixed assets should be integrated with the procurement/finance module to ensure that once a fixed asset is procured, it automatically goes into the fixed assets register with the correct value of the purchase price and disposal of the assets.		
8	Fixed asset roll forward, Integrated Financial Reporting.		
9	The system should be able to accurately generate detailed information and create reports on any of the above lifecycle of fixed assets.		
10	The fixed asset register should be able to integrate with the property module and produce and full report on PPE.		

**4.7.4.4 FINANCIAL MANAGEMENT – ATTACHMENT D
MANDATORY SPECIFICATIONS - CUSTOMER MANAGEMENT**

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	Customer Account Dashboard		
2	The module should support receipts transfer, in cases where contributions are received as one cheque and yet they refer to members in different schemes.		
3	Integration with the bank, pension administration, investment, and property module.		
4	Ageing both summary and detailed of outstanding balances. The system should allow matching of receipts to invoices		

4.7.4.5 FINANCIAL MANAGEMENT – ATTACHMENT D MANDATORY SPECIFICATIONS - VENDOR MANAGEMENT

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	Vendor Account Dashboard		
2	Integrated Process Workflow. (Requisition, Purchase orders, LPO, GRN, Supplier invoice, Payment)		
3	Basic: Generation of statements, Payment vouchers, Check Printing		
6	Ageing both summary and detailed of outstanding balances. The system should allow matching of payments to invoices		
7	Payment should be integrated with document management systems to enable or reduce manual finance & Trustees view documents ie LPO's, contracts attached in procurement or legal departments before processing of payment.		
8	The system should be able to integrate with the bank platform and once payment is made it automatically send notification in form of text or email notification.		
9	The payment approval process should be easy and seamless processing of payable to authorization by Trustee on their platform.		
10	Budget based payment – Any payment made must be mapped to an associated budget line and update the budget balance and trial balances.		
12	All approval process in the whole payment process to be done in the system. ie payment of casuals. should be done in HR module and all rates determined or set in the system.		
13	Managing Inter Funds Transactions - Set up inter-Fund (DC, DB, IDD, PMRFetc) and process transactions, manually or automatically, between the Funds within KPPF.		
14	Trustee payment module_ system should be/ must be able to track Trustee meetings and initiated through the CEO offices and once the attendance list is uploaded as a payable for processing.		
15	Automatically update receivables and payable based on data from bank information and other departments ie. investments and pensions admin.		
16	Ageing both summary and detailed of outstanding balances. The system should allow matching of payments to invoices		

**4.7.4.6 FINANCIAL MANAGEMENT – ATTACHMENT D
MANDATORY SPECIFICATIONS - CASH AND BANK MANAGEMENT**

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	Perform online reconciliation of bank transactions with bank feed integration. The vendor provides an API for integrating the receipt process with the bank, sponsor and the pension administration system/module. The system should have capability to do auto-reconciliation with the banks.		
2	API for bank integration to perform the following: - (i) Posting of batch payments such as normal payments, Forex, Tax etc. Each payment posted should have a unique reference number (ii) A maker checker process to generate new reference number for unsuccessful payments (iii) Receipting of payments based on statements received from the bank through an API (iv) Auto reconciliation		
4	Once funds are received & receipted to the accounts it automatically sends notification in the form of text or email notification.		

**4.7.4.7 FINANCIAL MANAGEMENT – ATTACHMENT D
MANDATORY SPECIFICATIONS - IMPREST APPLICATION**

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	The system should be integrated with the entire Funds workforce and departments in that imprest applications are made by individual users and all necessary approval done at cost center/approvers and budget holders are made before the application is forward to payables for processing.		
2	Imprest application should be able to advance staff funds within specified timeliness and which the user can not be advanced or reimbursed any other funds before the advance has been retired.		
3	Imprest application should be able to be easily integrated with other payment modes ie mobile money transfers.		
4	Dashboard reminders notify finance when active allocation schedules need to be processed.		
5	System should be able to generate on-demand/ real time reports. ie user profile.		

**4.7.4.8 FINANCIAL MANAGEMENT – ATTACHMENT D
MANDATORY SPECIFICATIONS – TAX MANAGEMENT.**

No.	Specification Description	Bidder Response	Comply (Y/N)
1	Computation of taxes and tax reports.		
2.	Configurable tax brackets engine provides end-to-end domestic and global tax management through one simple, easy-to-use system that generates detailed reports analyzing transactions down to line item tax details in real-time and on-demand.		
3	Dashboard reminders with notifications on active allocation schedules need to be processed.		
4	PAYE tabulation for employment income under Income Tax Cap 460. Generation of excel reports portable to itax system for filing income tax.		
5	Corporation Income Tax computation and generation of excel reports for filing.		
6	Computation of withholding income tax and generation of excel reports compatible to itax system.		
7	Computation of withholding VAT and generation of excel reports for filing on itax system.		
8	VAT - computation of input VAT and output VAT and maintenance of control account for VAT. Generation of reports in itax format for filing.		
9	API for Posting TAX payments directly to the bank		

**4.7.4.9 FINANCIAL MANAGEMENT – ATTACHMENT D
MANDATORY SPECIFICATIONS – INCOME/REVENUE RECOGNITION MANAGEMENT AND
EXPENSE MANAGEMENT.**

No.	Specification Description	Bidder Response	Comply (Y/N)
1	The system should be configured to use accrual accounting while recognizing income and expenditure		
2.	Incomes- income is due to the Fund is at the beginning of the period ie monthly or quarter. If the payment frequency is monthly the whole income should be allocated monthly, if the payment frequency is allocated quarterly, half yearly or yearly the income is distributed for the monthly and the whole amount treated as deferred income which is a liability to the Fund. At the end of the period the full deferred income will be go back zero. This should apply to investment income, medical cover receivables and other receivables.		
3.	Expenses. The system should recognize expenses at the period which they are accrued, at payment and are distributed or cleared at later dates as the project or exercise is achieved or completed. (The Full expense is accrued at the point of starting the project)		

4.7.4.10 FINANCIAL MANAGEMENT – ATTACHMENT D**MANDATORY SPECIFICATIONS – PLANNING, BUDGET MANAGEMENT AND REPORTING**

No.	Specification Description	Bidder Response	Comply (Y/N)
1	Cost Centre Management		
2.	Group Budget preparation - Each cost center/department to be able to create their budgets in annual preparation on the system and update simultaneously to the system for final consolidation in the finance department and flexibility of generating information and creating reports.		
3	Group budget monitoring – the respective budget holders can monitor their full/individual cost centers budget allocation vs actual in real time i.e. goods/services cannot be procured if the cost center does not have budget allocation. Also generating information and creating reports.		
5	The system should be able to do budget allocation vs actual in real time and generate information and create reports such as budget variance analysis, budget forecasting and what if analysis, supplementary budget.		
6	All transaction and budget lines and costs for both recurrent and capital expenditure on the system. The system should aggregate the budget lines into a draft budget. The draft budget is then reviewed and debated by the departments, finance and management and moderated until an acceptable budget is agreed upon by the management. The final budget is presented and approved by the trustees (It should be possible to generate/and or upload a PDF and Excel format of the budget). After approval, it should be possible for finance to reallocate budgets between budget lines for a department. A request must be made by the department head with a justification and must be approved by the Finance Manager. Their interfaces should show budget balances for the different budget lines.		
7	On-demand/real time Cash Flow statement for the month against budgeted allocations done for the month. The system should be able to allow departments/ cost centers input the cash flow needs for the period and produce a consolidated cash flow statement.		
8	The system should have dashboard reminders to notify users when active allocation schedules need to be processed. After reviewing, it should be possible to create the journal entry for all the schedules with a single click on pending matters that require the user's attention.		

9	Analyze the costs of running KPPF by allocating actual and budgeted costs of operations, departments, products, and projects to cost centers and able to create forecasts and generate reports.		
10	Dashboard reminders to notify users when active allocation schedules need to be processed.		
11	Calculation of return on all investments made by the fund		

4.7.5.1 INVESTMENT MANAGEMENT – ATTACHMENT E MANDATORY SPECIFICATIONS - INVESTMENT

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	The systems should have a comprehensive scheme investment register. It should have the ability to Monitor Investment performance and be able to incorporate new Investment guidelines, tracks Investment movement i.e. new Investments. Generates various investment reports and allows for Investment management at various levels and categories.		
2	The investment module shall capture all the KPPF investment functions which includes and are not limited to, Fund management, Regulations compliances and monitoring, Equity Management, Money Markets management (Call deposits, Fixed Deposits), Bonds (Government Bonds, Treasury Bills, Corporate Bonds, Commercial paper, Units Trust, Real Estate(property) etc.)		
3	No duplication of input by the Finance function – Any input made at the investment module should hit the right ledgers in accounts.		
4	Batch upload of investment data		
5	The module should have Business intelligence, dashboards and reporting tool to show past, current and future trend for all the investments of the fund. The reports should be easily configurable.		
6	Dynamic Presentations: Format Excel models efficiently with shortcut commands that integrate Excel data to PowerPoint and Word.		
7	Report Builder: Produce detailed, customizable reports for a specific Fund manager, Investee company, or asset class or a combination of all with details and in comparison, with predetermined benchmarks.		
8	In built performance return calculation per asset class, per Fund Manager and aggregate Fund performance with graphical representation		
9	compliances and monitoring - The system should be able to indicate the percentage of investment in different asset classes as compared with the Regulatory and IPS guidelines.		
10	Investment management Expenses - The system should be able to calculate and post to accounts the following. <ul style="list-style-type: none"> · Fund managers management fees based on agreed fee rates · Custodian fees based on agreed fees rates · All other investment related expenses 		
11	Perform the following reconciliation		

	<ul style="list-style-type: none">· Custody bank reconciliations and generate reports· Custodian-Fund manages reconciliation		
12	Fund Managers Portal		

**4.7.5.2 INVESTMENT MANAGEMENT – ATTACHMENT E
MANDATORY SPECIFICATIONS - EQUITY**

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	Equity Purchase for both Primary & Secondary Markets.		
2	Daily pricing to enable KPPF to recognize the unrealized gain or loss.		
3	Bonus capturing.		
4	Dividend management - dividend declaration to enable recording of income receivable and dividend receipting.		
5	Share splitting.		
6	Share reconstruction.		
7	Rights Issue management.		
8	Equity Disposal to enable record the actual gain or loss of the asset		
9	Provisioning of Assets.		
10	Ability to generate share performance reports, trends and projections (Reports for individual counters and aggregate asset class performance		
11	Benchmark calculation and comparison with Fund performance		
12	Equity register with movements during specified period ie Purchase, sales, dividends, splits, bonuses, gain/loss on sale, gain or loss on valuation and market value		
13	The equity module should be linked to the finance module (Update the GL)		

**4.7.5.2 INVESTMENT MANAGEMENT – ATTACHMENT E
MANDATORY SPECIFICATIONS – MONEY MARKET**

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	Capture all the Asset information including the following <ul style="list-style-type: none"> • Deposit Name • Maturity date • Deposit interest rate • No. of interest days in a year • Interest dates • Deposit cost 		
2	Asset purchase request.		
3	Purchase of asset.		
4	Interest calculation and accrual.		
5	Rollover (Full, Partial, Addition).		
6	Disposal/Redemption		
7	Money market register with movements during specified period ie Purchase, sales, interest received Accrued interest and Market value.		
8	Benchmark calculation and comparison with Fund performance		

4.7.5.3 INVESTMENT MANAGEMENT – ATTACHMENT E MANDATORY SPECIFICATIONS – GOVERNMENT BONDS

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	Capture all the Asset information including the following <ul style="list-style-type: none"> • Bond Name • Maturity date • Bond interest rate • No. of interest days in a year • Interest dates • Bond cost 		
2	Asset purchase request		
3	Purchase of asset		
4	Interest accrual		
5	Amortization		
6	Daily pricing		
7	Partial and full Disposal/Redemption		
8	Gain or Loss on disposal		
9	Gain or loss on valuation of Bonds		
10	Benchmark calculation and comparison with Fund performance		
11	Interest receipts with email reminders on interest dates		
12	Government bond register with movements during specified period ie Purchase, sales, dividends, splits, bonuses, gain/loss on sale, gain or loss on valuation and market value		

4.7.5.4 INVESTMENT MANAGEMENT – ATTACHMENT E MANDATORY SPECIFICATIONS – CORPORATE BONDS

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	Capture all the Bond information including the following <ul style="list-style-type: none"> • Bond Name • Maturity date • Bond interest rate • No. of interest days in a year 		

	<ul style="list-style-type: none"> • Interest dates • Bond cost 		
2	Asset purchase request.		
3	Purchase of asset.		
4	Interest calculation and accrual.		
5	Rollover (Full, Partial, Addition).		
6	Disposal/Redemption		
7	Corporate Bonds register with movements during specified period ie Purchase, sales, interest received Accrued interest and Market value.		
8	Benchmark calculation and comparison with Fund performance		
9	Interest receipts with email reminders on interest dates		

**4.7.5.5 INVESTMENT MANAGEMENT – ATTACHMENT E
MANDATORY SPECIFICATIONS – OFFSHORE INVESTMENT**

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	Offshore portfolio Purchases		
2	Offshore portfolio Sales		
3	Offshore valuations		
4	Gain/Loss on valuations		
5	Gain/loss on sales/disposals		
6	Forex gain or loss		
7	Benchmark calculation and comparison with Fund performance		
8	Offshore register with movements during specified period ie Purchase, sales, gain/loss on sale, gain or loss on valuation, Forex gain or loss and market value		

4.7.5.6 INVESTMENT MANAGEMENT – ATTACHMENT E MANDATORY SPECIFICATIONS – PRIVATE EQUITY

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	Capture all the PE Fund information including the following <ul style="list-style-type: none"> • Fund size • Investments made and amounts invested in investee companies • Life of the Fund • Management fees • Expected IRR • Vintage year • Investment focus • Geographical focus 		
2	Various drawdowns made over the investment period-allocation specific drawdowns to purpose e.g.-investment management fees, capital investment and company invested in, working capital etc.		
3	Various distributions made indicating nature of distribution eg-dividends, capital distribution etc.		
4	Calculation valuation gain/loss on invested portfolios		
5	Calculate performance return on individual PE funds and for total PE funds in comparison with benchmarks		
6	Provide movement reports showing new investments, Exits, valuation gain/losses/ multiples at exits, IRR etc.		

**4.7.5.7 INVESTMENT MANAGEMENT – ATTACHMENT E
MANDATORY SPECIFICATIONS – UNQUOTED INVESTMENTS**

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	The system should be able to capture the following details about Unquoted asset <ul style="list-style-type: none"> • The Investment Name & Company invested in • The investment Term • Nature of investment eg-Debt, capital etc • Terms of investment • Investment return-eg Interest, dividends • Rate of return on investment 		
2	Perform the acquisition/ sale etc		
3	Periodic Investment valuation		
4	Valuation gain/loss on valuation		
5	Calculate gain/loss on disposal		
6	Forex gain or loss if any		
7	Calculated periodic investment return in comparison with the Benchmark		
8	Provide movement reports showing new investments, Exits, valuation gain/losses/IRR etc		

4.7.6.1 PROPERTY MANAGEMENT – ATTACHMENT E MANDATORY SPECIFICATIONS – PROPERTY

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	The systems should have a comprehensive property register with ability to Monitor Performance of each property over a given period as well as from acquisition, development, and disposal.		
2	No duplication of input by the Finance function – Any input made at the property module should hit the right ledgers in accounts.		
3	Batch upload of property data		
4	Dynamic Presentations: Format Excel models efficiently with shortcut commands that integrate Excel data to PowerPoint and Word.		
5	Report Builder: Produce detailed, customizable reports for a specific property, or a combination of all properties with details and in comparison, with predetermined benchmarks		
6	<p>Property acquisitions -The system should be able to capture details such as;</p> <ul style="list-style-type: none"> · Date of acquisition of property · Location details · Vendor · Purchase price · Title details and rights thereto i.e LR. No, Tenure etc · Consultants involved in acquisition and their fees-Eg Lawyers, valuers, surveyor, physical planner · Be able to capture valuation details every year as well as calculate valuation gain and post figures to the right ledgers in accounts. · Lease management-Provide leasehold periods and alerts when leases are about to expire 		
7	<p>Project Management -The system should be able to configure acquired properties to work in progress upon approval for development. The project management module should be able to perform the following;</p> <ul style="list-style-type: none"> • Capture the type of approved development eg, residential, commercial, industrial, leisure/hotels etc, Budget and projected timelines. • Development specifics such as built up areas, number of floors, blocks, number of units and units per floor, built up areas for the units, unit specifics-Eg. 3Br, 2Br, 3Br-DSQ etc unit cost and selling prices (For commercial projects units cost will be captured per square meter/feet) 		

	<ul style="list-style-type: none">• Input various development approvals and their costs-Eg Change of User, NEMA, PP2, approval of development plans• Input the various development consultants-Eg Design team (Architect, QS, Electrical Engineers, Civil Engineers, Mechanical Engineers), lawyers, valuers, sales agents, physical planners, surveyors, Contractors, and subcontractors etc and their awarded sums either in figures or percentages• Monitor projects progress against projects timeline and budget and issued certificates• Projects closure-provide for handover of all required documents such as approved plans, certificate of occupation and completion, manuals for equipment and machinery• At any stage, the system should be able to generate detailed customizable reports with dynamic presentations		
--	--	--	--

4.7.6.2 PROPERTY MANAGEMENT – ATTACHMENT E MANDATORY SPECIFICATIONS – PROPERTY SALES AND MARKETING

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	<p>For undeveloped properties, the system should be able to capture the following</p> <ul style="list-style-type: none"> a. Date of Disposal b. Details of purchaser-Name, Pin, ID, contact details, address, email, certificate of registration number for corporates c. Sale price d. Input consultants involved in the disposal process eg. Lawyers, valuers, sales agents and their fees. e. Input and document the different stages of disposal eg. Offer letter issued, sale agreement executed, Transfer 		
2	<p>Developed properties can be sold off plan, during construction and or after construction. The system should be able to perform the following;</p>		
a	<p>Sales and Marketing</p> <ul style="list-style-type: none"> • Lead/Enquiry Management - Capture property enquiries and track the status of leads and prospects. These should be assigned automatically based on predefined assigning rules and are further qualified into opportunities upon analysis of information. • Customer Management: Keep customers engaged with personalized, relevant campaigns. Send them automated alerts and reminders about pending payments, contract renewals etc. 		
B	<p>Capture the sale prices for the units. System should be able to allow variation of prices overtime and post such variations to accounts accordingly</p>		
	<p>Input purchaser details for the specific units-Eg. Name, Pin, ID, contact details, address, email, certificate of registration number for corporates</p>		
	<p>Input details of consultants involved in the sales process Eg. Lawyer and their fees calculated as a percentage of the sale price, Sales agents and their fees calculated as a percentage of the sales price.</p>		

	Offer Management – Manage offers process and reserve property units against offers for a predefined period and manage shortlisted units.		
	Payment flexibility in the form of different payment plans. Automate receivables based on payment terms of an offer.		
	Track payments against the set payment plans and alert sales team of any defaults		
	Manage resales from purchasers who are unable to complete their transactions		
	Manage the sales process -Track movement of documents from offer letters, sale agreement, lease execution and transfer across all players.		
	Issue license agreement to purchasers in need of early occupation pending the transfer process. In the case of early occupation where a license agreement is issue, this should be treated as a tenancy agreement where the purchaser pays monthly rent for a given period.		
	Post all receivables, income, payables and expenses to the correct ledgers in accounts.		
	Purchaser Management - Customizable customer portals that allows purchasers to view their payments history, access relevant documents, auto receipting, raise and track requests or complains.		
	At any stage, the system should be able to generate detailed customizable reports with dynamic presentations		
	Calculation of return on investment		

4.7.6.3 PROPERTY MANAGEMENT – ATTACHMENT E

MANDATORY SPECIFICATIONS – PROPERTY MANAGEMENT

No.	Specification Description	Bidder Response	Comply (Y/N)
1.	Details of the property-Type of development (commercial, residential, industrial etc), location, built up areas, rents per unit and or sqft for commercial properties, parking and cost of parking, service charge per unit or sq ft.		
2	Lease Management for commercial premises-Capture details of every lease such as lessee details (Name, Pin, ID, contact details, address, email, certificate of registration number for corporates), term of lease, details of rented space (Name of space, size, location within the building such floor or block), rent and service charge payable per square feet per month, quarter, annually, manage lease escalations.		

3	Tenancy management for residential premises- Capture details of every tenancy such as tenancy details (Name, Pin, ID, contact details, address, email, certificate of registration number for corporates), term of tenancy, details of rented space (Name of property, unit number, location), rent and service charge payable per month, quarter, annually, manage tenancy renewals.		
4	Contract management-the system should be able to capture all service providers contracted to manage properties (such as property/facility manager, security services providers, garbage collection, land scaping, water providers etc), costs thereto, terms of the contract and provide alerts when the contracts are about to expire.		
5	Service charge Administration-For every property where service charge is received, the system should be able to separate the landlords income (rent) from service charge. Service charge is used to settle utility bills.		
6	Input all income from either rent or service charge and record all expenses and post them to the relevant ledgers in accounts.		
7	Keep track of all income, receivables and expenses against budgets and provide alerts were collections or payments are delayed.		
8	Tenants Management and tenant billing - Customizable customer portals that allows tenants to view their payments history, access relevant documents such as tenancy contracts, request for renewal or termination of contracts and raise and track maintenance requests		
9	At any stage, the system should be able to generate detailed customizable reports with dynamic presentations		
10	Property Maintenance - Maintenance tasks for properties or fixed assets associated with properties can be recorded, quoted and scheduled for either internal maintenance or third-party organizations.		

**4.7.7.1 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) – ATTACHMENT G
MANDATORY SPECIFICATIONS – ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS)**

No.	Specification Description	Bidder Response	Comply (Y/N)
1	leverage on the SharePoint infrastructure of KPPF and local storage server to share, manage, and collaborate efficiently from the ERP interface. The vendor will be required to configure proper permissions for each of the user roles that will be allowed to access specific document categories. They system should have ability to integrate with other third party document management systems.		
2	Configure workflows/Power Automation and alerts for the ERP process and document flow		

**4.7.8.1 BUSINESS INTELLIGENCE AND REPORTING – ATTACHMENT H
MANDATORY SPECIFICATIONS – BUSINESS INTELLIGENCE AND REPORTING**

No.	Specification Description	Bidder Response	Comply (Y/N)
1	The system should allow for creation of reports to track budgets vs. live actuals and variances, comparative reports across multiple time periods and functions to analyze performance over time. The system should have the ability to create custom and management reports from all the modules as shall be defined by different user groups.		

**4.7.9.1 CUSTOMER RELATIONSHIP MANAGEMENT (CRM) – ATTACHMENT I
MANDATORY SPECIFICATIONS – CUSTOMER RELATIONSHIP MANAGEMENT (CRM)**

No.	Specification Description	Bidder Response	Comply (Y/N)
1	The system should have contacts information for all its membership, service providers, stakeholders and clients.		
2	The system should have analytics to get a 360° customer view, measure escalation, predict success.		
3	Performance. It should have a performance management tool to allow measuring KPIs and viewing results.		
4	Social Media. It should have opportunities for social media integration.		
5	Mobile App/USSD/SMS Query System. It should have opportunities to integrate with the existing KPPF Mobile App/USSD/SMS system.		
6	Email Marketing. The system should have email marketing tools in place to create eye-catching promotions and newsletters, send emails to the targeted audience, track the efficiency of email marketing campaigns.		
7	Reports. It should provide capabilities to process and analyze data in the most efficient way.		
8	Call Center. It should have capacity to integrate to existing call center to make calls, record calls, track history		

**4.7.10.1 TRUSTEE SECRETARY OFFICE– ATTACHMENT J
MANDATORY SPECIFICATIONS – TRUSTEE SECRETARY OFFICE**

No.	Specification Description	Bidder Response	Comply (Y/N)
1	It should be able to schedule board meetings on the system and track attendance. The attendance should be linked to the finance module for Trustee allowance processing.		

2	A trustee portal where Trustees can view payment supporting documents (integration to EDMS required)		
3	The Trustees should be able to view specified real time reports through the portal eg Fund Value, Aggregate data on membership, aggregate data on performance.		
5	Board members Polling		
6	Multi company ie Can independently be used by Trustees of different funds		
7	Board Evaluation		
8	Generate Board Reports		
9	Track & update compliance status and reporting		
10	Minutes capture & reminders		
11	Communication & Collaboration through integration with Microsoft Teams. The system should be integrated with the existing Microsoft Office 365 infrastructure.		

SECTION V BID DATA SHEET (BDS) - APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Bid Data Sheet, the provisions of the BDS shall prevail over those of the ITT

No.	ITT Reference Clause	Particulars of Appendix
1.	3.2 Eligible Tenderers	OPEN to ALL
2.	3.7 Time for Completion of works	As per accepted tender
3.	3.26 Preparation and Sealing of tender documents	The Tenderer shall prepare two complete sets of its Tender, identifying and clearly marking the "ORIGINAL TENDER" and "COPY 1 OF TENDER" as appropriate. Each set shall be properly bound. The copy shall be a replica of the Original. The copy will be deemed to contain the same information as the Original.
4.	3.24 Tender Security	Original Tender Security shall be Kshs. 700,000.00 submitted in the provided format issued by a bank licensed by Central Bank of Kenya or an insurance company approved by Public Procurement Regulatory Authority (PPRA). The tender security should be in the format provided in the tender document. Tender Security must at all times be valid for at least 30 days beyond the tender validity period.
5.	3.29 Opening of Tenders	The tender shall be opened Kenya Power Stima Plaza Annex, Ground Floor on Tuesday 25th August 2020 at 11.30 a.m. and bidders are encouraged to attend.
6.	3.42 Award of Contract	Award shall be to the lowest evaluated bidder
7.	3.43 Performance Security	Performance Security shall be 10% of the contract sum.
8.	3.24 Tender validity	Shall be 180 days
9.	3.12 Tender Currency	Prices quoted must be in Kenya Shillings

SECTION VI - EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted along the following stages: -

6.1 PART I - PRELIMINARY EVALUATION

Part 1 - Preliminary Evaluation Under Paragraph 3.33 of the ITT. These are mandatory requirements. This shall include confirmation of the following:-

1. Submit 1 (one) Original and 1 (one) copy of the tender document. The tender document must have a table of contents indicating page numbers of all the required documents. **All pages of the bid document submitted by the tenderers should be serialized**
2. Tender security amount is Kshs. 700,000 in form of a Bank Guarantee issued by a local bank/institution licensed by the Central Bank Kenya or an insurance company approved by Public Procurement Regulatory Authority (PPRA). The tender security should be in the **format provided** in the tender document. Tender Security must at all times be valid for at least 30 days beyond the tender validity period.
3. Submission of Declaration Form(s) duly completed and signed
4. Submission of Duly completed and Signed Tender Form
5. Company or Firm's Registration Certificate
6. Current Business Permit
7. Provide copy of the company's **Valid Tax Compliance Certificate** from the tender opening date
8. Attach a valid copy of accreditation certificate issued by the Kenya ICT Authority
9. Attach a copy of the bidder's organizational business continuity plan (BCP).
10. Provide copies of audited accounts for the company for the last three-years 2017, 2018 & 2019. Average working capital must be positive. Average turnover must be at least three times the bid price.
11. Provide proof of authorization & Support by the equipment/system manufacturers to sell/service the product in Kenya. A letter of Authorization /Tenderer recommendation should be signed by the manufacturer or the authorized dealer. Partnership certification with manufacturer
12. Dully filed and signed Confidential Business Questionnaire, attach CR12:
13. Signed and Stamped Litigation History Form attached
14. References of companies where ERP projects have been Implemented. Five (5) references to be provided three (3) of which must be for pension systems in Kenya.

Tenders will proceed to the Mandatory Technical Evaluation Stage only if they qualify in compliance with Part 1 above.

6.2 PART II - MANDATORY TECHNICAL COMPLIANCE EVALUATION

All the bids admitted at this stage shall be subjected to a technical compliance evaluation based on the set criteria as per the table below. Technical bid evaluation shall be based on Complied/Not complied and any bid failing in any of the mandatory technical evaluation will not proceed to the due diligence evaluation stage. Bidders shall explicitly indicate their offer (under the 'Bidder's Offer' column) against the minimum specifications.

Mandatory Technical Requirements

No.	Item	Minimum Specifications	Bidder to fill their offer on the attachments(A-J)	Complied/ Not Complied
1.	Minimum Technical Specifications	Architecture: The System must be based on a Service-oriented architecture (SOA) and web based.		
		Database: The system should have the ability to work from any relational Database platform chosen by KPPF.		
		Security: The system should adhere to and demonstrate compliance to information security and privacy best practice standards such as ISO standards. The setup will be done on a primary and a secondary site. The vendor shall be required to configure both sites in addition to scheduling backups.		
		Scalability: The system should be robust and scalable to other pension and non-pension lines such as real estate, Asset Management & other 3rd Party enterprises such as mobile gateways and banking systems.		
		Integration: Ensure full integration into 3rd party business applications by building appropriate connections for all critical interfaces with the new system. These include interfaces (but are not limited to): <ul style="list-style-type: none"> i. Regulatory authority portals (Tax, RBA Returns, etc.) ii. Banking Portals & Systems iii. Data Warehouse & Business Intelligence 		

		<ul style="list-style-type: none"> iv. SMS Platforms v. Contact Centre on Cisco Platform vi. Pension Management System vii. Other third-party batch file upload utilities viii. KPPF Websites and portals ix. Electronic Document Management System x. KPPF Enterprise Service Bus xi. Microsoft office 365 xii. Active Directory 				
2.	Minimum mandatory user requirements	The proposed solution to have all the functions requested				
		Member and Pension Administration (ATTACHMENT A)				
		HR and Office Administration (ATTACHMENT B)				
		Supply Chain Management (ATTACHMENT C)				
		Financial Management (ATTACHMENT D)				
		Investment Management (ATTACHMENT E)				
		Property Management (ATTACHMENT F)				
		Electronic Document Management System (EDMS) (ATTACHMENT G)				
				Business Intelligence and Reporting Tool (ATTACHMENT H)		
				Customer Relationship Management (CRM) (ATTACHMENT I)		
Trustee Secretary Office (ATTACHMENT J)						
2	SECURITY	The system should be able to track user activity with comprehensive activity logs and proper audit trail reports. It should be able to segregate user accessibility to specific modules.				
		System should have well-defined role segmentation with proper approval set ups for the various processes as necessary.				
		The system should have well set prompts and process checks.				
		The system should have capability for tasks assignments and escalation when SLA is violated.				
		The bidder to integrate the system to the existing user management infrastructure (Microsoft				

		Office 365 and Active Directory) and configure a two-factor authentication for the system.		
3	System Support	The bidder should clearly describe the post installation support, what is covered under support, the handholding period		
4	Data Migration	The bidder should clearly describe the data migration strategy and methodology, timelines, data validation and user acceptance.		
5	Project Scope	Supply, installation / implementation, customization, training, testing and commissioning of the Enterprise Resource Planning System (ERP) Software application for all modules and functionalities required.		
		Supply, installation and commissioning of all the required licenses ERP system and any related software utilities and add-ons.		
		<p>Project implementation services.</p> <ul style="list-style-type: none"> i. Implementation and customization of various modules and reports. ii. User Acceptance Testing (UAT) of all the modules. iii. Data migration from current data formats. iv. Training – For Administrators, Management, Trustees and all other end Users. v. Test, Live and backup Implementation. vi. Launch and Go Live hand holding support. vii. System Documentation and User manual Documents. 		
		<p>Post Implementation Services;</p> <ul style="list-style-type: none"> i. Annual Technical Support for application software and users (First 1 year must be provided as part of the bid). ii. Additional Customization, add-ons setup and upgrade after rollout. iii. Supply of additional licenses for additional modules in future. 		
6	Project Plan	The bidder to provide a clear project plan with tasks and milestones, timelines and resources.		

7	Change Management	The bidder to provide a clear change management strategy		
6	Hardware requirements	<p>The bidder to provide the minimum compute resource requirements for all the server requirements in the following format. For each, indicate RAM, CPU and Hardware requirements.</p> <p>Live System Server 1 (eg database server) Server 2 (eg Web portals) Server 3 (eg application server)</p> <p>Test System Server 1 (eg database server) Server 2 (eg Web portals) Server 3 (eg application server)</p> <p>DR Server Live System Server 1 (eg database server) Server 2 (egWeb portals) Server 3 (eg application server)</p>		
7	Required resources	The vendor should clearly indicate resources they require from KPPF for successful project implementation		

6.3 PART III -TECHNICAL COMPLIANCE EVALUATION

Requirement	Criteria Description	Weight
Technical Specification	<p>Adherence to technical specifications, attach proposed product data sheets and validated designs. Additionally, tenderer to Fill attachment A-Attachment I</p> <p>a. Full compliance to all technical specification / requirements as outlined in attachment A -I 11 marks</p> <p>b. Partial or non-compliance to technical requirements - 0 marks</p>	11
Experience of the Firm	<p>Provide evidence in the last five years (2014- to date) of experience in the provision of ERP services. Bidders must provide names of five (5) references where ERP projects have been successfully implemented and maintained.</p> <p>Bidders must further attach supply and maintenance work order copies and recommendation letters from the reference sites given above. (ONLY References with copies of work order, order amount and recommendation letter shall be considered)</p> <p>{6 marks for each reference site in pension industry up to a maximum of 3 references, (Maximum 18 Marks)</p> <p>3 marks for additional references site in addition to the 3 above to a maximum of 2 references. May or may not be in the pension industry but must be in ERP deployment (Maximum 6 Marks)</p>	24
Human Resource Capacity	<p>Qualifications and Competence of the bidder and key staff for the assignment</p> <p>1. Technical Project Lead Qualifications – (To be considered if CV is attached in the format provided and clearly indicated as the project leader)</p> <p>Education Level Minimum Bachelor's Degree in related field (Certificate MUST be Provided) (At least a bachelor's degree – 3 Marks) (No bachelor's degree -0 Marks)</p> <p>Project Management - Provide Certificates (Examples; PMP, Prince2, CAPM, CSM, CompTIA Project+ certification, post graduate training in project management or equivalent) (Valid Project Management Certificate – 4 Marks) (No Project Management Certificate provided -0 Marks)</p>	30

	<p>Experience in the ERP industry – indicate on the CV in the format provided</p> <p>10-year experience (4 Marks) Between 6 and 9 years (3 Marks) Between 4 and 5 years (2 Marks) Below 4 years (0 Marks)</p> <p>System deployment and Administration -Provide Certificate relevant to the proposed solution eg Microsoft Certification, SAP Certification, PASTEL, Oracle, etc or equivalent. Certificate provided (4 Marks) No certificate provided (0 Marks)</p> <p>2. At least 3 Team Members: (To be considered if CVs are attached in the format provided and clearly indicated a team member and their specific roles defined)</p> <p>Level of Education Bachelor’s Degree in related field- provide Certificate (1.5 Marks) Diploma in related field- Provide Certificate (1 Mark)</p> <p>Experience in the ERP industry – to be indicated on the CV 6 year experience (1.5 Marks) Between 3 and 5 years (1 Marks) Between 1 and 2 years (0.5 Mark) Below 1 year (0 Marks)</p> <p>System deployment and Administration -Provide Certificate relevant to the proposed solution eg Microsoft Certification, SAP Certificate, Oracle etc or equivalent. Certificate provided (2 Marks) No certificate provided (0 Marks)</p> <p>(Provide minimum 3 team members- each Max 5 Marks)</p>	
Implementation Plan	<p>Bidders are required to state the implementation period of all the items required. The bidder MUST provide a detailed project plan clearly showing the resources, project milestones, project activities, timelines and deployment methodology (eg Agile, waterfall, prototyping etc) to be adopted.</p> <p>i. Methodology</p> <p>Clear definition and description of the methodology to be used including the requirements validation, deployment process, change management, user involvement during deployment, user training etc– {Max 5 Marks}</p>	10

	<p>No methodology defined or the methodology described does not have the deployment process, change management and user involvement {Max 0 Marks}</p> <p>ii. Delivery Period</p> <p>A firm proposing a delivery period of Six (6) months or below will score a maximum of 3 marks. A firm proposing a delivery period of between Six (6) months and 12 months will score a maximum of 1.5 marks. A firm proposing a delivery period above 12 months will score a maximum of 0 marks.</p> <p>iii. Project Plan</p> <p>Outlined Gantt Chart showing resources, duration and activities – 2 Marks A firm that does provide a detailed project plan with a gantt will score a maximum of 0 marks</p>	
Financial Capacity	Bidders are required to have an average annual turnover of three times the bid price as per annual audited accounts for the last three (3) years (2017, 2018, 2019). - 5 marks	5
Due diligence	<p>Below parameters will be checked:</p> <ol style="list-style-type: none"> Bidder location as per the bid documents and existence of staff specified in the bid – 5marks Demonstration of the proposed solution and confirmation that it meets the requirements as set out in section IV – 10 marks KPPF to verify information given from of the referees provided – 5 marks 	20
Total		100

Note: For a bidder to qualify to proceed to the financial Stage, they must score a minimum of 80% at the technical capacity evaluation stage.

6.4 SECTION IV FINANCIAL EVALUATION

All the firms that are successful in the technical compliance evaluation stage will be subjected to a financial evaluation.

Note:

- The prices quoted in Kenya Shillings in the form of tender shall be inclusive of all other costs and taxes.
- Bidders must provide a breakdown of the price for all components of their proposal, clearly showing all applicable costs and the applicable taxes in the format below.

Price Schedule

The financial bids shall be filled in the price schedule below;

No	ITEM (A)	Quantity (B)	Unit Price (KES) (C)	Sub Total (D=BXC)	VAT(E)	Total (F)=E+D
a)	<u>One Off Costs (KES)</u>					
1	Members Management	1				
2	Contributions Management	1				
3	Enhanced Medical Cover and	1				
4	Post-Retirement Medical Fund	1				
5	Orphan Trust Fund management	1				
6	Claims Management	1				
7	Pension Management	1				
8	Income Draw Down	1				
9	Investment Management	1				
10	Property Management	1				
11	Fund Accounting	1				
12	Project Management	1				
13	Web Portals and mobile applications (Member self-service, staff self-service, e-procurement, Trustee portal, sponsor's portal, fund managers portal, claims portal e.t.c)	1				
14	HR, Administration and Payroll	1				
15	Supply Chain Management	1				
16	E-board	1				
17	Business Intelligence (10 Licenses)	1				
18	General IT Administration	1				
19	Customer Relationship Management	1				
20	Document Management System	1				
21	One off software licenses (27 users)	1				
22	Implementation & Integrations	1				
I	Planning & Preliminary Analysis	1				
li	System Requirements Analysis	1				
lii	System Development, integrations & Configuration	1				
lv	System Deployment, Testing & Training of trustees, management, end users & ICT team	1				
V	Data Migration, Go-live & operations	1				

		Sub Total 1					
2							
	i.	Annual Licenses renewal Cost – 27 users (1st one year after six months handholding period)	1				
	ii.	Annual Maintenance (1st one year after six months handholding period)	1				
		Sub Total 2					
		Grand TOTAL (To be indicated in the Form of Tender)					
		Handholding		Period in months			
		Handholding period in months after project commissioning (Minimum 6 months)					

Note: Payments for the recurrent costs shall be done on annual basis in advance. No advance payment to be made at project inception. All payments shall be made upon successful implementation and signoff of individual items in the price schedule breakdown above subject to the special conditions of contract in section VIII.

Signature of tenderer _____

6.5 AWARD CRITERIA

The Successful Tenderer shall be the lowest evaluated bidder may be invited by KPPF for negotiations. Price must be quoted in Kenya Shillings

***NOTES: -**

1. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the services it offers to provide.

SECTION VII – GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract *hereinafter referred abbreviated as the GCC* shall form part of the Conditions of Contract in accordance with the law and KPPF's guidelines, practices, procedures and working circumstances. The provisions in the GCC will apply unless an alternative solution or amendment is made under other parts of the Contract including the Special Conditions of Contract.

7.1 Definitions

In this contract, the following terms shall be interpreted as follows: -

- a) *"Day" means calendar day and "month" means calendar month.*
- b) *"The Contract" means the agreements entered into between KPPF and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.*
- c) *"The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.*
- d) *"The Services and/ or goods" means services and/ or goods or art thereof to be provided by the Supplier and includes all of the materials and incidentals, which the Supplier is required to perform and provide to KPPF under the contract.*
- e) *"The Procuring Entity" means The Kenya Power Pension or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPPF).*
- f) *"The Supplier" means the individual or firm providing the services and/ or goods under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.*
- g) *Wherever used in the contract, "performance" shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the services and/ or goods have been performed in accordance with the Contract and where KPPF does not signify its approval to the Supplier, but without giving notice of dissatisfaction, on the expiration of thirty (30) days from date of documented completion of performance of the service.*

7.2 Application

These General Conditions shall apply to the extent that provisions of other parts of the contract do not supersede them.

7.3 Standards

The Services and/ or goods supplied under this contract shall conform to the standards mentioned in the Details of Service.

7.4 Use of Contract Documents and Information

- 7.4.1 The Supplier shall not, without KPPF'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 KPPF in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract.
- 7.4.2 The Supplier shall not, without KPPF's prior written consent, make use of any document or information enumerated in clause 7.4.1 above.
- 7.4.3 Any document, other than the contract itself, enumerated in clause 7.4.1 shall remain the property of KPPF and shall be returned (including all copies) to KPPF on completion of the Supplier's performance under the contract if so required by KPPF.

7.5 Patent Rights

The Supplier shall indemnify KPPF against all third party claims of infringement of patent, trademark, or industrial design rights arising from provision of the services and/ or goods or any part thereof.

7.6 Performance Security

- 7.6.1 Within fourteen (14) days of the date of the notification of contract award, the Supplier shall furnish to KPPF the Performance Security which shall be an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- 7.6.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 7.6.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.
- 7.6.4 Failure of the Supplier to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPPF may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 7.6.5 The proceeds of the Performance Security shall be payable to KPPF as compensation for any loss resulting from the Supplier's failure to comply with its obligations in accordance with the contract without KPPF being required to demonstrate the loss it has suffered.
- 7.6.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Suppliers.
- 7.6.7 KPPF shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPPF. The period for response shall not exceed three (3) days from the date of KPPF's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by KPPF two (2) days before the expiry of the Supplier's Tender Security.
- 7.6.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPPF and returned to the Supplier not earlier than thirty (30) days following the date of

completion of the Supplier's obligations under the contract, including any warranty obligations, under the contract.

7.7 Inspection and Tests

- 7.7.1 KPPF or its representative(s) shall have the right to inspect and/or to test the services and/or goods to confirm their conformity to the contract specifications. KPPF shall notify the Supplier in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice KPPF's rights and privileges.
- 7.7.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.7.3 The inspections and tests may be conducted in the premises of the Supplier or its subsupplier(s). If conducted on the premises of the Supplier or its subsupplier(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPPF.
- 7.7.4 Should any inspected or tested services and/ or goods fail to conform to the specifications, KPPF may reject the Service(s), and the Supplier shall either replace or remedy the rejected services and/ or goods or make alterations necessary to meet specification requirements free of cost to KPPF.
- 7.7.5 KPPF's right to inspect, test and where necessary, reject the services and/ or goods after provision shall in no way be limited or waived by reason of the services and/ or goods having previously been inspected, tested and passed by KPPF or its representative(s) prior to the services and/ or goods performance / delivery.
- 7.7.6 For the avoidance of doubt, any acknowledgement by KPPF on the Supplier's or sub-supplier's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by KPPF.
- 7.7.7 Nothing in this clause 7.7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.8 Packaging and Labelling

- 7.8.1 Where applicable, the Supplier shall provide such packaging of the material and equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 7.8.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Contract and particular Order.
- 7.8.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 7.8.4 The materials and equipment shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.
- 7.8.5 The Supplier shall enclose a packing list in each package and all documents relating to the Order shall show the Tender reference number and name against the items or package indicating the supplier or supplier's agent as the consignee.

7.9 Delivery and Documents for Materials/ Equipment

- 7.9.1 Where applicable, delivery of the materials/ equipment shall be made by the Supplier to the place and in accordance with the terms specified by KPPF in its Schedule of Requirements or as may be otherwise indicated.
- 7.9.2 The Supplier shall notify KPPF of the full details of the delivered materials/ equipment by delivering the materials/ equipment with a full set of the following documents: -
- a) *Supplier's invoice showing the materials/ equipment description, quantity, unit price and total price*
 - b) *Delivery note*
 - c) *Packing list identifying contents of each package*
- 7.9.3 It is the responsibility of the Supplier to ensure that the delivery documents are received by KPPF at the designated delivery point at the time of delivery.

7.10 Insurance

- 7.10.1 The Supplier shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance and or provision of the Services and/ or goods under the contract.
- 7.10.2 The Supplier shall (*except in respect to losses, injuries or damage resulting from any act or neglect of KPPF*) indemnify and keep indemnified KPPF against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

7.11 Payment

- 7.11.1 Payments shall be made promptly by KPPF and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.
- 7.11.2 Payment shall primarily be through KPPF's cheque or Real Time Gross Settlement (*RTGS*) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPPF, shall form part of the documents to be presented to KPPF before any payment is made.

7.12 Interest

Interest payment by KPPF is inapplicable in the contract.

7.13 Prices

- 7.13.1 Subject to clause 7.14 herein below, prices charged by the Supplier for services and/ or goods performed under the contract shall be fixed for the period of the contract with no variations.
- 7.13.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

7.14 Variation of Contract

KPPF and the Supplier may vary the contract only in accordance with the following: -

- a) *the quantity variation of services and/ or goods shall not exceed twenty percent (20%) of the original contract quantity.*
- b) *The cumulative value variation shall not exceed twenty five percent (25%) of the original contract value.*
- c) *the quantity variation must be executed within the period of the contract.*

7.15 Assignment

The Supplier shall not assign in whole or in part its obligations to perform under this contract, except with KPPF's prior written consent.

7.16 Subcontracts

- 7.16.1 The Supplier shall notify KPPF in writing of all subcontracts awards under this contract if not already specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Supplier from any liability or obligation under the Contract.
- 7.16.2 In the event that an award is given, and the contract is sub-contracted, the responsibility and onus over the contract shall rest on the Supplier who was awarded.

7.17 Termination of Contract

- 7.17.1 KPPF may, without prejudice to any other remedy for breach of contract, by written notice sent to the Supplier, terminate this contract in whole or in part due to any of the following:
- - a) *if the Supplier fails to perform any or all of the services and/ or goods within the period(s) specified in the contract, or within any extension thereof granted by KPPF.*
 - b) *if the Supplier fails to perform any other obligation(s) under the contract.*
 - c) *if the Supplier, in the judgment of KPPF has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
 - d) *by an act of force majeure.*
 - e) *if the Supplier becomes insolvent or bankrupt*

- f) *if the Supplier has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Supplier suffers any other analogous action in consequence of debt.*
- g) *if the Supplier abandons or repudiates the Contract.*

7.17.2 In the event that KPPF terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services and/ or goods similar to those undelivered or not rendered, and the Supplier shall be liable to KPPF for any excess costs for such similar services and/ or goods and or any other loss PROVIDED that the Supplier shall not be so liable where the termination is for convenience of KPPF.

7.17.3 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.

7.17.4 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.

7.18 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the contract, if the Supplier fails to perform any or all of the services and/ or goods within the period specified in the contract, KPPF shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed due services and/ or goods up to a maximum of ten percent (10%) of the performance price of the delayed due services and/ or goods.

7.19 Warranty

7.19.1 Where applicable, the Supplier warrants that the Services and/ or goods provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Supplier further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.

7.19.2 This warranty will remain valid for the period indicated in the special conditions of contract after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.

7.19.3 KPPF shall promptly notify the Supplier in writing of any claims arising under this Warranty.

7.19.4 Upon receipt of such a notice, the Supplier shall, with all reasonable speed, remedy the defective services and/ or goods without cost to KPPF.

7.19.5 If the Supplier having been notified, fails to remedy the defect(s) within a reasonable period, KPPF may proceed to take such remedial action as may be necessary, at the Supplier's risk

and expense and without prejudice to any other rights which KPPF may have against the Supplier under the contract.

7.20 Resolution of Disputes

7.20.1 KPPF and the Supplier may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

7.20.2 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 resort to resolution before a recognized local forum for the resolution of disputes.

7.21 Language and Law

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

7.22 Waiver

Any omission or failure by KPPF to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Supplier shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of KPPF's powers and rights as expressly provided in and as regards this contract.

7.23 Force Majeure

7.23.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
- b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
- c) *rebellion, revolution, insurrection, military or usurped power & civil war;*
- d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
- e) *un-navigable storm or tempest at sea.*

7.23.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the contract is entered into by the parties.

- 7.23.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.
- 7.23.4 Upon the occurrence of any circumstances of *force majeure*, the Supplier shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Supplier shall notify KPPF of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Supplier shall not take any such steps unless directed so to do by KPPF.
- 7.23.5 If the Supplier incurs additional costs in complying with KPPF's directions under sub clause 7.23.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with KPPF and added to the contract price.
- 7.23.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Supplier may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.
- 15.
- 16.

SECTION VIII – SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and KPPF's guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by KPPF if any changes to the GCC provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

The successful bidder shall develop a **project charter** in collaboration with KPPF that shall be used to monitor project progress and milestones.

No.	GCC Reference Clause	Particulars of SCC
1.	7.11.1 Terms of Payment	<p>Payment is thirty (30) days after completion of satisfactory performance and submission of invoice together with other required and related documents. Each payment shall be based on a successful completion of a milestone which shall be supported by a user acceptance testing form duly signed by the head of the user department, ICT and the appointed end user from the user department. The milestones (not in any particular order) are: -</p> <ul style="list-style-type: none"> i. Planning & Preliminary Analysis and System Requirements Analysis. Bidder to provide project charter and system design. ii. Members Management Module iii. Contributions Management Module iv. Enhanced Medical Cover Feature v. Post-Retirement Medical Fund Module vi. Orphan Trust Fund Management Module vii. Claims Management viii. Pension Management Module ix. Income Draw Down Module x. Investment Management Module xi. Property Management Module xii. Fund Accounting Module xiii. Project Management Module xiv. Web Portals and mobile applications (Member self-service, staff self-service, e-procurement, Trustees portal, sponsor's portal, fund managers portal, claims portal e.t.c) xv. HR, Administration and Payroll Module xvi. Supply Chain Management Module

	<ul style="list-style-type: none"> xvii. E-board Module xviii. Business Intelligence xix. General IT Administration Module xx. Customer Relationship Management Module xxi. Document Management System xxii. System Development Configuration, Implementation & Integrations xxiii. Data Migration, Go-live & operations xxiv. System Licenses <p>Note: There will be no advance payments. All payments shall be based on signed UATs of each of the above milestones subject to a 10% retention. Users to be trained on each module before signing of the UAT.</p>
--	--

CONDITIONS OF CONTRACT	CLAUSE	REQUIREMENT(S)
Notice to Employer		Employer's address; The Kenya Power Pension Fund, Stima Plaza Annex, Kolobot Road, Parklands, P.O Box 1548 – 00600, <u>Nairobi, Kenya</u>
The Name and identification number of the contract	Section I	SUPPLY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING AND COMMISSIONING OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM - TENDER NO. KPPF/PROC/2-A/07/2020
The project consist of	Section IV	Attached find Schedule of requirements – Section IV
Start Date		To be decided by employer
The number of days within which the contractor shall submit a revised program for the Works and a project charter after delivery of the Letter of Acceptance		14 days
System Handover Date		To be decided after award
Defects Liability Period		6 (Six months)
The period between program updates (In days)		14 days

The proportion of payment to be retained (in Percent)		5%
The Price Adjustment Clause (Shall/shall not apply)		Shall not apply
The liquidated damages for the whole of the works in Kshs (per week)		0.5% of the project cost
Maximum Limit of liquidated damages		10% of Contract Value
Performance Security (as a percentage of the Contract Price)		10% of Contract Value
Completion Period for the works (in weeks)		As per Accepted tender
The rate of exchange for calculation of foreign currency payments		Not applicable in this tender.
Advance payment (Shall/Shall not be granted)		Not applicable in this tender.
Time (in days) after which payment is to be made after submission of invoice together with other required and related documents		30 days
Time after which payment to be made after Final user acceptance signed by the Project Manager and date of receipt of Invoice.		30 days

SECTION IX - TENDER FORM

Date:
Tender No.

To:

The Kenya Power Pension Fund,
Stima Plaza Annex,
Kolobot Road, Parklands,
P.O Box 1548 – 00600,
Nairobi, Kenya.

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer provision of *(insert service/works description)* in accordance and conformity with the said tender document for the sum of*(total tender amount inclusive of all taxes in words and figures)* or such sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver services or install and commission the goods in accordance with the delivery schedule specified.
3. If our Tender is accepted, we will obtain the performance security of a licensed bank in Kenya in a sum equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Limited.
- 4.* We agree to abide by this Tender for a **period of.....days (Tenderer please indicate validity of your tender)** from the date fixed for tender opening as per the Tender Document, 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 not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

***NOTES:**

1. KPPF requires a validity period of at least **One hundred and Eighty (180) days**.
2. This form must be duly signed, stamped and/or sealed.

SECTION X - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. You are advised that it is a serious offence to give false information on this form.

<p>Part 1 – General</p> <p>Business Name.....</p> <p>Location of business premises.....</p> <p>Plot No.Street/ Road</p> <p>Postal Address Postal Code</p> <p>Tel No.....</p> <p>Facsimile.....</p> <p>Mobile and/ or CDMA No.....</p> <p>E-mail:.....</p> <p>Nature of your business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any time KSh.....</p> <p>Name of your BankersBranch.....</p> <p>*Names of Tenderer’s contact person(s)</p> <p>Designation of the Tenderer’s contact person(s)</p> <p>Address, Tel, Fax and E-mail of the Tenderer’s contact person(s)</p> <p>.....</p> <p>.....</p>
<p>Part 2 (a) Sole Proprietor</p> <p>Your name in full</p> <p>NationalityCountry of origin</p> <p>*Citizenship details.....</p>

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Name of duly authorized person to sign for and on behalf of the Tenderer

.....

Designation of the duly authorized person.....

Signature of the duly authorized person.....

***NOTES TO THE TENDERERS ON THE QUESTIONNAIRE**

1. *The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
2. *If a Kenyan citizen, please indicate under "Citizenship Details" whether by birth, naturalization or registration.*

3. *The details on this Form are essential and compulsory for all Tenderers. The CR12 must be attached. Failure to provide all the information requested shall lead to the Tenderer's disqualification.*
4. *For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin of the Tenderer.*

SECTION XII - DECLARATION FORM

Date _____

To:

The Kenya Power Pension Fund,
P.O Box 1548 – 00600,
Stima Plaza Annex, Kolobot Road, Parklands,
Nairobi,
KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) _____
_____ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Tenderers.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XIII– DRAFT LETTER OF NOTIFICATION OF INTENT OF AWARD

To:

(Name and full address of the Successful Tenderer).....

Dear Sirs/ Madams,

RE: NOTIFICATION OF INTENT OF AWARD OF TENDER NO.

KENYA POWER PENSION FUND TENDER DOCUMENT FOR SERVICES/WORKS AUGUST 2020

Pursuant to the provision under section 87 of the public procurement and asset disposal Act 2015 we refer to your tender dated we are pleased to inform you that following evaluation, we intend to award you a contract for the above mentioned subject to provision herein.

This notification of intent does not constitute a contract. The formal Contract Agreement and notification of award, shall be entered into pursuant to the provisions of the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time, or replaced)*.

You are required to accept or reject this offer within a period of 14 days.

We take this opportunity to remind you to again note and strictly comply with the provisions as stated in the tender document.

Kenya Power Pension Fund is committed to best practices in quality management systems and supply chain management, attached please read carefully our Suppliers' Charter. We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

FOR: THE KENYA POWER PENSION FUND

CEO & TRUST SECRETARY

SECTION XIV – DRAFT LETTER OF NOTIFICATION OF REGRET

To: *(Name and full address of the Unsuccessful Tenderer)*.....

Date:

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO.

Pursuant to the provision under section 87(3) of the public procurement and asset disposal Act 2015 to notify you that following evaluation, your Tender is unsuccessful. It is therefore not accepted.

The brief reasons are as follows:-

1.
2.
3. etc

The successful bidder was _____.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our offices only after expiry of twenty five (25) days from the date hereof

It is expected that by that time KPPF and the successful bidder will have entered into a contract pursuant to the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time or replaced)*. When collecting the Security, you will be required to produce the original or certified copy of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,

FOR: THE KENYA POWER PENSION FUND

CEO & TRUST SECRETARY

SECTION XV - CONTRACT AGREEMENT FORM

THIS AGREEMENT made this.....day of.....20.... **BETWEEN THE KENYA POWER & LIGHTING COMPANY LIMITED STAFF RETIREMENT BENEFITS SCHEME**, a retirement benefits fund licensed by Retirement Benefits Authority situated at Stima Plaza, Kolobot Road, Parklands, Nairobi in the Republic of Kenya and of Post Office Box Number 1548-00600, Nairobi in the Republic aforesaid *(hereinafter referred to as the "KPPF")* of the one part,

AND

..... (*Supplier's full name and principal place of business*) a duly registered entity according to the laws of..... (*state country*) and of Post Office Box Number/Physical Address(*full address physical and postal of Supplier*) in the Republic aforesaid, (*hereinafter referred to as the "Supplier"*) of the other part;

WHEREAS KPPF invited tenders for certain services and/ or goods, that is to say for Provision of under Tender Number.....

17. **AND WHEREAS** KPPF has accepted the Tender by the Supplier for the services and/ or goods in the sum of **include any payable taxes, duties and insurance where applicable e.g. Value Added Tax** (hereinafter called "the Contract Price").

18.

19. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

20.

21. 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.

2. Unless the context or express provision otherwise requires: -

- a) reference to "this Agreement" includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
- b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
- c) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
- d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "*Supplier*" the covenants, agreements obligations expressed to be made or performed by the Supplier shall be deemed to be made or performed by such persons jointly and severally.
- e) where there are two or more persons included in the expression the "*Supplier*" any act default or omission by the Supplier shall be deemed to be an act default or omission by any one or more of such persons.

22. 3. In consideration of the payment to be made by KPPF to the Supplier as hereinbefore mentioned, the Supplier hereby covenants with KPPF to perform and provide the services and/ or goods and remedy any defects thereon in conformity in all respects with the provisions of the Contract.

23.

24. 4. KPPF hereby covenants to pay the Supplier in consideration of the proper performance and provision of the services and/ or 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.
- 25.
26. 5. The following documents shall constitute the Contract between KPPF and the Supplier and each shall be read and construed as an integral part of the Contract: -
27. a) this Contract Agreement
28. b) the Special Conditions of Contract as per the Tender Document
29. c) the General Conditions of Contract as per the Tender Document
30. d) the Price Schedules submitted by the Supplier and agreed upon with KPPF.
31. e) the Schedule of Requirements
32. f) KPPF's Notification of intent to Award dated..... and Acceptance Letter dated.....
33. g) the Tender Form signed by the Supplier
34. h) the Declaration Form signed by the Supplier/ successful Tenderer
35. i) the delivery period of.....
- 36.
37. 6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
- 38.
39. 7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
40. a) Execution of this Contract Agreement by KPPF and the Supplier.
41. b) Issuance of the Performance Bond by the Supplier and confirmation of its authenticity by KPPF.
42. c) Issuance of the Official Order by KPPF to the Supplier.
43. 8. The period of contract validity shall begin from the Commencement date and end **sixty (60) days** after the last date of the agreed performance schedule.
44. Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.
- 45.
46. 9. It shall be the responsibility of the Supplier to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
- 47.
48. 10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
- 49.

50. 11. No failure or delay to exercise any power, right or remedy by KPPF shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.

51.

52. 12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.

53.

54. 13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be

55.

56. deemed served two (2) days after such receipt by the courier service for Local Suppliers and five (5) days for Foreign Suppliers.

57.

58. 14. For the purposes of Notices, the address of KPPF shall be CEO & Trust Secretary, Kenya Power Pension Fund, Ground Floor, Stima Plaza, Kolobot Road, Post Office Box Number 1548-00600, Nairobi, Kenya. The address for the Supplier shall be the Supplier's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

59.

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

61.

62. **SIGNED** for and on behalf

63. of KPPF

64.

65. _____

66. CEO & TRUST SECRETARY

67.

68. SEALED with the COMMON SEAL

69. of the SUPPLIER

70. in the presence of:-

71.

72. _____

73. DIRECTOR

_____ Affix Supplier's Seal / Stamp here

74.

75. _____

76. DIRECTOR'S FULL NAMES

77.

78. and in the presence of:-

79.

80. _____

81. DIRECTOR/ COMPANY SECRETARY

82.

83.

84. _____

85. DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

SECTION XVI - PERFORMANCE SECURITY FORM (BANK GUARANTEE)

86. (To Be Submitted On Bank’s Letterhead)

Date:

87.

To:

The Kenya Power Pension Fund,

Stima Plaza Annex,

Kolobot Road, Parklands,

P.O Box 1548 – 00600,

Nairobi, Kenya.

88.

89. **WHEREAS**.....(hereinafter called “the Supplier”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Supplier’s date of Tender taken from the Tender Form*)to supply(*description of the goods*) (hereinafter called “the Contract);

90.

91. **AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Supplier’s performance obligations in accordance with the Contract;

92.

93. **AND WHEREAS** we have agreed to give the Supplier a guarantee;

94.

95. **THEREFORE WE HEREBY AFFIRM** that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total sum of..... (*amount of the guarantee in words and figures*) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

96. (*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

97.

98. This guarantee is valid until theday of.....20....

99. EITHER

100.

101. **SEALED** with the)

102. COMMON SEAL)

103. of the said **BANK**)

104.)

105.

106.

107. thisday) _____

108.) BANK SEAL
 109. of20....)
 110. in the presence of :-)
 111.)
 112. _____)
 113.)
 114. and in the presence of:-)
 115.)
 116. _____)

OR

SIGNED by the **DULY AUTHORISED REPRESENTATIVE(S)/ ATTORNEY(S)** of the **BANK**

Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

Signature(s) of the duly authorised person(s)
117.

NOTES TO SUPPLIERS AND INSTITUTIONS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPPF. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing institution on the need to respond directly and expeditiously to queries from KPPF. The period for response shall not exceed three (3) days from the date of KPPF's query. Should there be no conclusive response by the institution within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. *The issuing institution should address its response or communication regarding the Tender Security to KPPF at the following e-mail address – "Akimani@kplc.co.ke; tenders@kppf.co.ke"*
4. *The Tender validity period is One Hundred and Twenty (180) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPPF.*

Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.

118.

119.

120.

121.

122.

123.

SECTION XVII – SUPPLIER EVALUATION FORM

ASPECTS	RATING GUIDELINES				PROCUREMENT SCORE	USER'S SCORE	COMMENTS	TOTALS
1. COST OF SERVICE/PRODUCT	Did the vendor assist in or advice on ways of reducing the costs?	YES: 5	PARTIAL LY:2.5	NO: 0				
	Did the company vary agreed contract amount?	YES: 0	-	NO: 5				10
2.ON TIME DELIVERY OF PRODUCT OR SERVICE	Rate guidelines				Procurement Score	User's Score	Comments	Totals
	Did the vendor perform work in compliance with contract terms and agreements?	YES: 8	PARTIAL LY:4	NO: 0				
	Was the vendor prompt and effective in correction of situations and conditions?	YES: 4	PARTIAL LY:2	NO: 0				
	Are you able to track service level agreements and determine duration of incidents from the vendor?	YES: 4	PARTIAL LY:2	NO: 0				
								16
3. QUALITY	Rating guidelines				Procurement Score	User's Score	Comments	Totals
	When performing their duties,	NO:1 0	PARTIAL LY:5	YES: 0				

	was there - rework or returns caused by non conformance to quality?							
	Was the quality of service /goods delivered equal to KPPF's minimum requirements?	YES: 10	PARTIAL LY:5	NO:0				
								20
4.RESPON SIVENESS	Rating guidelines				Procurement Score	User's Score	Comment s	Totals
	Was the vendor well responsive to information requests, issues, or problems that arose in the course of service?	YES: 6	PARTIAL LY:3	NO: 0				
	Was the vendor open to feedback on low quality of service levels and willing to act on this?	YES: 4	PARTIAL LY:2	NO: 0				
	Is it easy to reach staff members of suppliers in case of a request or query? (are communication channels clear?)	YES: 4	PARTIAL LY:2	NO: 0				14

6. CUSTOME R SUPPORT	Rating guidelines				Procurement Score	User's Score	Comment s	Totals
	Did the vendor offer effective customer support?	YES: 10	PARTIAL LY:5	NO: 0				
	In case of reported problems/issues, were there follow ups by the vendor to ensure the problem is fully resolved during support?	YES: 8	PARTIAL LY:4	NO: 0				
								18
7. COMMUNI CATION SKILLS	Rating guidelines				Procurement Score	User's Score	Comment s	Totals
	Are you satisfied with the attitude, courtesy, and professionalism of this vendor's staff? Written or spoken?	YES: 4	PARTIAL LY:2	NO: 0				
	Are the vendor's staff well equipped and skilled in handling requests / issues? Are you rotated too much among staff on an issue?	YES: 8	PARTIAL LY:4	NO: 0				
								12

8. VALUE ADD	Rating guidelines				User's Score	Comments	Totals
	Did the vendor go over and above in optimizing service delivery process for effective services delivery?	YES: 5	PARTIAL LY:5	NO: 0			
							10
Maximum Score					100.0		100.00 %
User to summarize key performance issues for the vendor.							
Evaluation Done by:	Name	Department	Sign		Date		

SECTION XVIII- DISCLOSURE OF ANY LITIGATION ISSUES FORM

1. Statement of litigation history must be filled

* Tick against those attachments you have submitted. Additional attachments may be listed separately on the covering letter.

Form: Pending Litigation (where applicable Each Bidder or member of a JV must fill in this form)

Pending Litigation			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			
Year	Matter in Dispute	Value of Pending Claim in KSH. Equivalent	Value of Pending Claim as a Percentage of Net Worth

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XIX- BIDDER'S ORGANIZATION AND EXPERIENCE

1. BIDDER'S ORGANIZATION

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]

Bidder's Experience

Relevant Services carried for at least five organizations and details of work contracted that best illustrate qualifications

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted for carrying out ERP services like the ones requested under this assignment. Attach the necessary documents as indicated under section 6.3]

Firm's Name: _____

Assignment name:	Approx. value of the contract (in Ksh.):
Location within country:	Duration of assignment (months):
Name of Client: Key Contact Person and Telephone Number	Narrative description of Project: Description of actual services provided by your staff within the assignment:
Postal Address: Physical Address:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Start date (month/year):	Completion date (month/year):

[Authorized Signatory]

[Name and Title of Signatory]

[Name of Firm]

[Date]

2. TEAM COMPOSITION AND TASK ASSIGNMENTS

[List the project team members clearly indicating their roles in the project in the table below. For each of the listed persons, provide a CV (using the template given) and the associated certificates as required under section 6.3]

	Name	Position	Task to be performed within the project
	Team leader		
1			
	Team Members		
1			
2			
3			
4			
5			

3. CURRICULUM VITAE (CV) FOR PROJECT TEAM MEMBERS

Proposed Position:	
Name of Firm <i>[Insert name of the firm proposing the staff]:</i>	
Name of Staff <i>[Insert full name]:</i>	
Date of Birth:	
Nationality:	
Education <i>[Indicate education details of the staff member, giving names of institutions, degrees obtained, and dates of obtainment]:</i>	
Membership of Professional Associations:	
Other Training: <i>[Indicate significant training since degrees under and where obtained]:</i>	
Employment Record: <i>[Starting with present position, list every employment held by staff member since graduation, giving for each employment: dates of employment, name of employing organization, positions held.]:</i>	
Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	<p>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following Information for those assignments that best illustrate staff capability to handle the tasks listed]</i></p> <p>Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____</p>

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

[Date:]

[Full name of authorized representative:]

SECTION XX - TENDER SECURITY FORM – (BANK GUARANTEE OR INSURANCE)

(To Be Submitted on Bank’s Letterhead)

Date:

To:

The Kenya Power Pension Fund,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 1548 – 00600,
Nairobi, Kenya.

WHEREAS (*name of the Tenderer*) (*hereinafter called “the Tenderer”*) has submitted its Tender dated for the supply, installation and commissioning of..... (*please insert KPPF tender no. and name*) (*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 The Kenya Power and Lighting Company Limited (*hereinafter called “KPPF” which expression shall where the context so admits include its successors-in-title and assigns*) in the sum of for which payment, well and truly to be made to the said KPPF, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being (*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 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 date below.

This guarantee is valid until theday of.....20.....

EITHER

SEALED with the)
COMMON SEAL)

of the said **BANK**)
thisday)
of20....)

BANK SEAL

in the presence of :-)
)
_____)
)

and in the presence of:-)
)
_____)

OR

SIGNED by the **DULY AUTHORISED REPRESENTATIVE(S)/ ATTORNEY(S)** of the **BANK**

Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

Signature(s) of the duly authorised person(s)

NOTES TO TENDERERS AND BANKS

1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPPF. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.

2. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPPF. The period for response shall not exceed three (3) days from the date of KPPF's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.

3. The issuing bank should address its response or communication regarding the bond to KPPF at the following e-mail address – "cmbuiya@kppf.co.ke"

*4. The Tender validity period is **One hundred and eighty (180) days** as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPPF. Therefore the **Tender Security must at all times be valid for at least 30 days beyond the tender validity period.***

