

PHARMACY AND POISONS BOARD

REQUEST FOR PROPOSAL

FOR

**THE SUPPLY, IMPLEMENTATION AND COMMISSIONING
OF MPESA INTEGRATION AND EMPLOYEE SELF SERVICE MODULES**

TENDER No: PPB/RFP/004/2015-16

CLOSING DATE: 30TH SEPTEMBER 2015

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SECTION I

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

TENDER REF NO :
TENDER NAME : REQUEST FOR THE PROPOSAL FOR SUPPLY,
IMPLEMENTATION AND COMMISSIONING OF MPESA
INTEGRATION AND EMPLOYEE SELF SERVICE MODULES

- 1.1 PHARMACY AND POSITIONS BOARD invites sealed bids from eligible firms for the Supply, Implementation and Commissioning of MPESA INTEGRATION and EMPLOYEE SELF SERVICE Modules.
- 1.2 For each proposal the individual firm shall prepare the proposals in two (2) copies. The proposals shall be submitted in two envelopes indicated “Technical Proposal” and “Financial Proposal”. The two envelopes will be enclosed in one outer envelope.
- 1.3 The outer envelope shall bear the **PPB/ RfP / 004/2015-16**; and without identifying the sender and must be addressed to:

THE REGISTRAR
PHARMACY AND POSITIONS BOARD
P.O. Box 27663-00506
NAIROBI, Kenya

And be deposited in the Tender Box provided at the Administration Block so as to be received on or before **30th September 2015 10:00 am.**

CONTENTS OF THE REQUEST PROPOSAL FORM PROPOSAL

The request for proposal (RFP) includes the following sections:

Section I – Letter of Invitation

Section II – Information to Bidders

Section III – Technical Proposal

Section IV – Financial Proposal

Section V – Terms of Reference (ToR)

Section VI – General Information and Conditions of Contract

Section VII – Technical Specifications of the Proposed System

SECTION II

2. INFORMATION TO BIDDERSRS

2.1.1 The Client will select a firm among those invited to submit a Request for Proposal. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix “ITC” for the assignment named in the said Appendix. The highest ranked firm of the Technical and financial proposals shall be invited to negotiate a contract on the basis of scale fees and ultimately sign the contract.

2.1.3 The firms must familiarize themselves with local conditions and take them into account when preparing their proposals. To obtain first hand information on the assignment and on the local conditions, firms are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal. Firms should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information. Firms should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring Entity will provide the inputs specified in the Appendix “ITC” to assist the firm in carrying out the services and also making available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The price to be charged for the tender document shall be KShs. 1,000/=.

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2.0 Clarification and Amendment

2.2.1 Firms may request a clarification of any of the RFP documents only up to Seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper or ordinary mail, or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by paper, mail or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited firms who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by e-mail, to all invited firms and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3.0 Preparation of Technical Proposal

2.3.1 The proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, firms are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, firms must give particular attention to the following:

- i. If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual firms or entities in a joint venture as appropriate. Firms shall not associate with the other firms invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

- ii. For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- iv. Proposed lead professional staff must have minimum, the experience indicated in the Appendix, preferably working under conditions similar to those prevailing in Kenya. He must have relevant qualifications as well.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- i. A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- ii. Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- iii. A description of the methodology and work plan for performing the assignment.
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- v. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments previously handled.
- vi. Estimates of the total staff input (professional and support staff- time) needed to carry out the

assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

- vii.** A detailed description of the proposed methodology, staffing and monitoring of training.
- viii.** Any additional information requested in Appendix.

2.3.5 The Technical Proposal shall not include any financial information.

2.4.0 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, firms are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms. It lists all costs associated with the assignment including;

(a) Remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per Diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the firms, unless Appendix specifies otherwise.

2.4.3 Firms shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by the firms and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the firm is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the firms shall agree to the extension.

2.5.0 Submission, Receipt, and Opening of Proposals,

2.5.1 The original proposal (Technical Proposal and Financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the firms shall prepare the number of copies indicated in the Appendix. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and is clearly marked, “DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE.”

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective firm unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals. Only the first three firms whose technical score shall equal or exceed 60% will qualify for the opening of their Financial Proposals.

2.6.0 General Proposal Evaluation

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any firm wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the firm’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the Technical evaluations are concluded.

2.7.0 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

(A)	MANDATORY REQUIREMENTS	Yes/No
1.	PIN & VAT Certificate	
2.	Valid Tax Compliance	
3.	Valid Business Permit	
4.	Certificate of Incorporation	
5.	Original and Copy of Technical and Financial Proposals	
6.	2 Years Audited Financial Statements	
	<i>For a bidder to proceed to the next stage one MUST meet 100% of the mandatory requirements listed above.</i>	

(B)	TECHNICAL REQUIREMENTS	Points
B1	Proven Experience of the firm in projects of similar sector and magnitude	3
B2	Human Resource: Staff qualifications and experience in relevant projects	3
B3	Technical Quality of the Proposed Solution	70
	i) MPESA INTEGRATION(35 Points) ii) EMPLOYEE SELF SERVICE (35)	
B4	Non- Functional Requirements	20
	i) Implementation Methodology/Work Plan for Implementation (10 Points)	
	ii) Technical Platform (2 Point)	
	iii) System Security (3 Points) iv) System Architecture (5 Points)	
B5	Financial Stability (Attach Certified Financial Statement for the last 2 years)	4
	i) Liquidity (2 Points) ii) Profitability (2 Point)	
	Grand Total	100

Each responsive proposal will be given a technical score (St). The technical score shall be adjusted if a penalty applies as indicated in 2.3.3 (v). A proposal shall be rejected at this stage if it does not

respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITC”.

2.8.0 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation , the Client shall notify those firms whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the firms’ representatives who choose to attend. The name of the firm, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the firms has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub- clause are applied. Details of such proof shall be attached by the firm in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, be as follows:-

$Sf = FM/F \times 100$ where Sf is the financial score;

FM is the lowest priced financial proposal and

F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal:

P = the weight given to the Financial Proposal; T + P = 1) indicated in the Appendix.

The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The technical tender evaluation committee shall evaluate the proposal tender within 30 days from the date of opening the proposal.

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

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

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

2.9.0 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 The financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

The procuring entity shall appoint a team for the purpose of the negotiations.

2.10.0 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other firms on the shortlist that they were unsuccessful and return the Financial Proposals of those firms who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in the Appendix

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

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

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

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

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

2.11.0 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the firms who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12.0 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the firms observe the highest standards of ethics during the selection and award of the contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

2.13.0 Appendix to Information to Consultants (ITC)

The following information for Supply, Implementation and Commissioning of MPESA INTEGRATION and EMPLOYEE SELF SERVICE Modules and selection of firms shall complement or amend the provisions of the information to firms, wherever there is a conflict between the provisions of the information and to firms and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to firms.

Clause Reference

2.13.1 The name of the Client is:

PHARMACY AND POSIONS BOARD

P.O. BOX P.O. Box 27663 - 00506

TEL: +254203562107, +254733884411, +254720608811

NAIROBI, KENYA

2.13.2 The method of selection is:

Competitive bidding based on qualifications and cost

2.13.3 Technical and Financial Proposals are requested: Yes

The name, objectives, and description of the assignment are:

**REQUEST FOR THE SUPPLY, IMPLEMENTATION AND COMMISSIONING
OF MPESA INTEGRATION AND EMPLOYEE SELF SERVICE MODULES**

2.13.4 The address(s) and telephone numbers of the Client's official(s) include:

ICT INCHARGE

P.O. BOX P.O. Box 27663 - 00506

TEL: +254203562107, +254733884411, +254720608811

2.13.6 The Client will provide the following inputs:

- a) All data statistics and information required for the assignment
- b) Services and equipment (office equipment, furniture)
- c) Facilities, office space

2.13.7 The minimum required experience of proposed lead professional staff is: FIVE YEARS

2.13.8 Training is a specific component of this assignment: YES

Additional information in the Technical Proposal includes: NONE

2.13.8 Taxes:

The firm will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.

2.13.9 Firms shall express the price of their services in KENYA SHILLINGS (KSHS)

2.13.10 Firms must submit one **original** and two (2) copies of each the proposal.

2.13.11 The proposal submission address is:

The Registrar
PHARMACY AND POSIONS BOARD
P.O. Box P.O. Box 27663 - 00506
NAIROBI

2.13.12 Information on the outer envelope should also include:

“PPB/RfP/004/2015-16”

**“REQUEST FOR PROPOSAL FOR THE SUPPLY, IMPLEMENTATION, AND
COMMISSIONING OF ASSET MANAGEMENT AND EMPLOYEE SELF SERVICE
MODULE.”**

2.13.13 Proposals must be submitted no later than the following date and time: **30th September 2015 10.00 am.**

2.13.14 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, and the original and all copies of the financial proposal in a sealed envelope duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the:

**“REQUEST FOR THE SUPPLY, IMPLEMENTATION, AND COMMISSIONING
OF HUMAN RESOURCE AND EMPLOYEE SELF SERVICE MODULES”**

“DO NOT OPEN BEFORE 30th September, 2015..... 10:00 am.”

2.13.15 The address to send information to the Client is:

The Registrar

PHARMACY AND POSIONS BOARD

P.O. Box P.O. Box 27663 - 00506

NAIROBI, Kenya

2.13.16 The minimum technical score (St) required to pass is: **80%**

2.13.17 The weights given to the Technical and Financial Proposals are:

T= 0.80

P= 0.20

2.13.18 The assignment is expected to commence in:

NOVEMBER 2015

AT THE PHARMACY AND POSIONS BOARD

NAIROBI, KENYA.

SECTION III

Technical Proposal Submission Form

3.0 Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the firm is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the firm's own risk and may result in rejection of the firm's proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information.

Table of Contents

- 1) Technical proposal submission form
- 2) Firms references
- 3) Confidential Business Questionnaire
- 4) Description of the methodology and work plan for performing the assignment
- 5) Format of curriculum vitae (CV) for proposed Professional staff

Technical Proposal Submission Form

[Date] To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to Supply, Implement and Commission

[Title of consulting services] in accordance with your Request for Proposal dated

[Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]

Firm's References (At least 3)

Name of Client and Postal Address	Key Contact Person & Telephone no.
Physical Address	When was the assignment undertaken
Description of the Assignment	Approximate Value of the Project

Confidential Business Questionnaire

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

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

Part 1 – General

Business Name _____

Location of Business Premises (Plot No) _____

Street/Road _____

Postal Address _____

Tel No _____

Country/Town _____

Nature of Business _____

Current Trade License No _____ Expiring date _____

Maximum value business which you can handle at any time

KES _____

Name of you bankers _____

Branch _____

Part 2 (a) – Sole Proprietors

Your name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship details _____

Part 2 (b) – Partnership details

Methodology and Work Plan

Prepare a proposal methodology & work plan on how you intend to undertake the assignment.

Format of Curriculum Vitae (CV) For Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Nationality: _____

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ Date; _____

[Signature of authorized representative of the firm]

Full name of staff member:

Full name of authorized representative:

SECTION IV: FINANCIAL PROPOSAL

4.0 Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the firms should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

FINANCIAL PROPOSAL STANDARD FORMS

FINANCIAL PROPOSAL STANDARD FORMS

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1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursable per activity
6. Miscellaneous expenses

FIN

FINANCIAL PROPOSAL SUBMISSION FORM PROPOSAL SUBMISSION FORM

_____ [Date]

To: PHARMACY AND POSIONS BOARD

P. O. Box P.O. Box 27663 - 00506

NAIROBI, Kenya

Ladies/Gentlemen:

We, the undersigned, offer to Supply, Integrated Financial Management System (ERP) in accordance with your Request for Proposal dated**2015**

Our attached Financial Proposal is for the sum of KShs _____

[Amount in words and figures] inclusive of the taxes]

We remain yours sincerely,

[Authorized Signature]

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address]

SUM

SUMMARY OF COSTS

BREAKDOWN OF PRICE PER ACTIVITY

Costs	Currency(ies)	Amount
Subtotal		
Taxes		
Total Amount of Financial Proposal		

BREAKDOWN OF PRICE PER ACTIVITY

Activity NO: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	

BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No: _____				
Name: _____				
Names	Position	Input (Staff-months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Personnel/Consultants				

/other staff				
Grant Total				

MISCELLANEOUS EXPENSES

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs _____ _____ (telephone, telegram, telex)				
2.	Drafting, Reproduction of Reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

SECTION V: TERMS OF REFERENCE

5.1 Background

The Pharmacy and Poisons Board is the Drug Regulatory Authority established under the Pharmacy and Poisons Act, Chapter 244 of the Laws of Kenya. The Board regulates the Practice of Pharmacy and the Manufacture and Trade in drugs and poisons.

5.2 Objectives of the Assignment

PHARMACY AND POSIONS BOARD invites sealed bids for the Supply, Implementation and Commissioning of the following modules

1. MPESA INTEGRATION
2. EMPLOYEE SELF SERVICE

5.3 Scope of the Services:

The firm is required to undertake the following tasks

1. Supply, Implementation and Commissioning of the required modules
2. Data Conversion and Migration
3. Training

5.3 Training

The firm will be required to include in his work plan the time schedule for training

5.4 Reports and Time Schedules.

The firm will be required to submit monthly reports and progress reports to the management representative as and when required.

5.5 Data Services, Personnel and Facilities to be provided by the client

PHARMACY AND POSIONS BOARD will provide the following inputs:

- a) All data statistics and information required for the assignment
- b) Services and equipment (office equipment, furniture, and computers)

c) Office space

5.5 Terms of Payment:

Rate	Deliverable
30%	Upon signing of the contract,
50%	Data Collection, Installation, Training and Migration
20%	Upon project Completion.

SECTION VI: GENERAL INFORMATION AND CONDITIONS OF CONTRACT

CONTRACT FORM

This Agreement, [hereinafter called “the Contract”) is entered into this _____ by and between _____ of [or whose registered office is situated at] _____ hereinafter called “the Client”) of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called “the Vendor”) of the other part.

WHEREAS the Client wishes to have the Vendor supply the system [hereinafter referred to as “the System”, and WHEREAS the Vendor is willing to supply the said System, NOW THEREFORE THE PARTIES hereby agree as follows:

1. System

1. System

- i. The Vendor shall supply the System specified in Appendix A, “Terms of Reference and Scope of System,” which is made an integral part of this Contract
- ii. The Vendor shall provide the personnel listed in Appendix B, “Vendor’s personnel,” to supply the System.
- iii. The Vendor shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Vendor’s Reporting Obligations.”

1. Term

2. Term

The Vendor shall supply the System during the period commencing on _____ and continuing through to _____, or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

3. Payment

A. Ceiling

For System rendered pursuant to Appendix A, the Client shall pay the Vendor an amount not to exceed _____. This amount has been established based on the understanding that it includes all of the Vendor's costs and profits as well as any tax obligation that may be imposed on the Vendor.

B. Schedule of Payments

The schedule of payments is specified below

Kshs _____ Upon signing of the contract, data collection and installation of Students Management Modules (Admissions, Students Finance, Academic & Examinations).;

Kshs _____ upon the Client's receipt of the pre-audit report, acceptable to the Client; And

Kshs _____ upon the Client's receipt of the final report, acceptable to the Client

Kshs _____ Total

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4. Project Administration

ject Administration

C. Coordinator

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

D. Reports

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

E. Performance Standard

The Vendor undertakes to supply the System with the highest Standards of professional and ethical Competence and integrity. The Vendor shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

5.

5. Confidentiality

The Vendor shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the System, this Contract or the Client’s business or operations without the prior written consent of the Client.

6.0 Ownership of Material

aterial

Any studies, reports or other material, graphic, software or otherwise prepared by the Vendor for the Client under the Contract shall belong to and remain the property of the Client. The Vendor may retain a copy of such documents and software.

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7. Vendor Not to be engaged in certain activities

VENDOR NOT TO BE ENGAGED IN CERTAIN ACTIVITIES

The Vendor agrees that during the term of this Contract and after its termination the Vendor and any entity affiliated with the Vendor shall be disqualified from providing goods, works or system (other than the System and any continuation thereof) for any project resulting from or closely related to the System.

8. Insurance

The Vendor will be responsible for taking out any appropriate insurance coverage.

9. Assignment

The Vendor shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

10. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

11. Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

Full Name; _____ Title: _____

Signature _____ Date; _____

FOR THE VENDOR

Full Name; _____ Title: _____

Signature; _____ Date; _____

SECTION VII: TERMS OF REFERENCE

The Pharmacy and Poisons Board plans on acquiring the following modules.

- i) MPESA INTEGRATION**
- ii) EMPLOYEE SELF SERVICE**

Below are the detailed requirements of each module

MPESA INTEGRATION

The proposed system should meet the following minimum specifications.

- i) Lipa na MPESA
- ii) Pay bill

EMPLOYEE SELF SERVICE

The system should meet the following minimum requirements

1. **Leave details** – The system should allow for one to apply for leave online, View leave balance
2. **Edit Contacts** – The system should allow for one to add or edit contacts
3. **View Pay slips** – The system should provide for viewing of pay slips online
4. View employee announcements

NON FUNCTIONAL REQUIREMENTS

Give a comprehensive description of the following non-functional requirements.

- i.** Technical Platform
- ii.** Implementation Methodology
- iii.** Data Migration