



ST. PAUL'S UNIVERSITY

CALL FOR EXPRESSION OF INTEREST

PROPOSED ERP SYSTEM UPGRADE FROM MICROSOFT DYNAMICS NAV 2017 TO MICROSOFT
DYNAMICS 365 BUSINESS CENTRAL VERSION 2024 FOR ST. PAUL'S UNIVERSITY

CLOSING/ SUBMISSION DATE/: Tuesday 7th January 2025 at 10.00 a.m.

**BIDDERS ARE ENCOURAGED TO READ THROUGH THE TENDER DOCUMENT BEFORE
MAKING THE BID.**

DECEMBER 2024

1. Introduction

- 1.1 This Standard Tender Document has been prepared for use by procurement entities in Kenya.
- 1.2 The following general directions should be observed when using the document.
 - a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options.
 - b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or to participate and shall indicate any important tender requirements.

(b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

1.4 Background

Since 2018 the University has been running on Microsoft Dynamics Navision Enterprise Resource Planning (ERP) to automate the critical functions in a bid to meet the then strategic objectives. Currently, the university is running on Microsoft Dynamics Navision version 2017.

The following processes/modules have been successfully on boarded onto the system; Finance Management, Procurement Management, Student Management, Students Welfare, Exam Management, Hostel, and Human Resource Management.

1.5 Objective

The University intends to hire the services of an ERP software development and integration company (the “Contractor”) to migrate and upgrade the current system to Microsoft Dynamics 365 Business Central 2024. The system will have the following functionalities and features, among others:

- Web portals for prospects, students, staff, job seekers where users can submit requests, track progress and status of applications, communicate with university officials, process payments and undertake other necessary functions.
- Workflow management for approvers to process applications and review documents.
- SMS/email notifications and an online interface allowing users to monitor application status.
- Document management and archiving; ability to integrate with an EDRMS solution.
- Data analytics and Visualization: Management reporting and oversight capabilities with intuitive dashboards for representation and visualization of reports.
- Ability to integrate with other third-party systems such as MPESA, banks API’s, KUCCPS, ETIMS, and business intelligence systems through API endpoints.

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1.0. SECTION I: INVITATION TO TENDER

DATE: 13 DECEMBER 2024

TENDER REF NO: SPU/TNDR/S/01/ERPUPGRADE/2024-2025

TENDER NAME: SUPPLY, IMPLEMENTATION AND SUPPORT OF PROPOSED ERP SYSTEM UPGRADE FROM MICROSOFT DYNAMICS NAV 2017 TO MICROSOFT DYNAMICS 365 BUSINESS CENTRAL VERSION 2024 FOR ST. PAUL'S UNIVERSITY

1. St. Paul's University invites bid under open procurement for **Supply, Implementation and Support of Proposed ERP System Upgrade of the Microsoft Dynamics 365 Business Central Version 2024 for St. Paul's University.**
2. Interested eligible candidates may obtain further information from procurement@spu.ac.ke or the Procurement office, St. Paul's University during normal working hours.
3. A complete set of tender documents may be obtained by interested candidates free of charge by downloading the document from our website www.spu.ac.ke
4. Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 140 days from the closing date of this tender.
5. Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and be deposited in the Tender Box at the procurement department, St. Paul's University so as to be received on or before **Tuesday 7th JANUARY 2025 at 10:00 Am.**
6. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the University's Boardroom **at St. Paul's University Main Campus Limuru Road.**
7. **Tender Security 2% of the tender sum**
8. Bidders should have their documents paginated to ensure compliance with Section 74 (1) (i) Public Procurement and Assets Disposal Act, 2015 (in format 1,2,3,4.....to the last page).

Head– Supply Chain Management

Mr. Gerald Nyoro

2.0. SECTION II- INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderer eligible as described in the Invitation to Tender. Successful tenderer shall complete the rendered of services by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderer shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderer shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Services

2.2.1 All services to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the services are mined, grown, or produced. Services are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of services is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.4 The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

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

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

2.5 Clarification of Documents

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

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make

timely submission of its tender.

2.6 Amendment of Documents

- 2.6.1. At any time prior to the deadline for submission of tender, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2. Prospective candidate that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

2.9 Tender Forms

- 2.9.1. The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be

supplied, a brief description of the services, their country of origin, quantity, and prices.

2.10 Tender Prices

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

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

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

2.10.4. The validity period of the tender shall be 140 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction.

- That, in the case of a tenderer offering to rendered services under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the services' Manufacturer or producer to render the services.
- That the tenderer has the financial, technical, and production capability necessary to perform the contract.
- that, in the case of a tenderer not doing business within Kenya, the

tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Services Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing eligibility and conformity to the tender documents of all services which the tenderer proposes to render under the contract. The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the country of origin of the services and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

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

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

2.13.3 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and services, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specification.

2.14 Validity of Tenders

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

2.14.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.15 Format and Signing of Tender

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

2.15.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.16 Sealing and Marking of Tenders

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

2.16.2 The inner and outer envelopes shall:

a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

b) Bear, tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE,**" **Tuesday 7th JANUARY, 2025 at 10:00 Am.**

2.16.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

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

2.17 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17 no later than **Tuesday 7th JANUARY, 2025 at 10:00 Am.**

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

2.18 Modification and Withdrawal of Tenders

2.18.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

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

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

2.18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during

2.18.5 Pursuant to paragraph 2.18.7.

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

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

2.19 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on Tuesday 7th JANUARY, 2025 at

10:00 Am. and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.19.2 The Procuring entity will prepare minutes of the tender opening.

2.20 Clarification of Tenders

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

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

2.21 Preliminary Examination

2.21.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.21.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of

the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.21.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.22 Conversion to Single Currency

2.22.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

2.22.2 Evaluation and Comparison of Tender

2.22.3 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.22.4 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.

2.22.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.23 Preference

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

2.24 Contacting the Procuring entity

2.24.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.24.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.25 Award of Contract

(a) Post-qualification

- 2.25.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.25.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

Award Criteria

- 2.25.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(b) Procuring entity's Right to Vary quantities

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

(c) Procuring entity's Right to Accept or Reject Any or All Tenders

- 2.25.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.26 Notification of Award

- 2.26.1 Prior to the expiration of the period of tender validity, the Procuring entity

will notify the successful tenderer in writing that its tender has been accepted.

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

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

2.27 Signing of Contract

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

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

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

2.28 Performance Security

2.28.1 Within Thirty (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.29 Corrupt or Fraudulent Practices

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

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the

procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non- competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

Appendix to Instructions to Tenderer

Notes on the Appendix to the Instruction to Tenderer

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the services to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration.
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the services to be procured to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix.

5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

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

APPENDIX A

<u>INSTRUCTIONS TO TENDERERS</u>	<u>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDER</u>
<u>Procurement method</u>	<u>This is an open tender procurement method as per section 103 (2) (a) of the Public Procurement and Asset Disposal Act, 2015</u>
<u>Pricing</u>	Prices indicated on the Price Schedule shall include all costs including taxes, insurances, delivery and installation/commissioning.
<u>Validity</u>	Tenders shall remain valid for 120 days after the date of tender opening.
<u>Tender closing and opening</u>	Tenders must be received no later than Tuesday 7th JANUARY, 2025 at 10:00 am.
<u>Mandatory requirements</u>	Preliminary Evaluation Criteria You are required to submit copies of the following documents. a) Appendix B Failure to provide any of the above will lead to automatic disqualification.

APPENDIX B – EVALUATION CRITERIA

PRELIMINARY EVALUATION/MANDATORY EVALUATION

The criteria of evaluation and the response to be awarded on each criterion will be as follows:

A.	MANDATORY REQUIREMENTS	RESPONSE/NON REPSONSIVE (R/NR)
MR1	Copy of Company's PIN certificate /Tax ID	
MR2	Copy of Valid Tax Compliance Certificate OR equivalent	
MR3	Copy of Current Business Permit/License (Valid)	
MR4	Certificate of Incorporation/Business Registration	
MR5	Physical location of business premises (See business questionnaire)	
MR6	Company/Business Profile	
MR7	Disclosure of Directors/ Partners /Sole Proprietor	
MR8	Copies of Accreditations e.g. ISO, Certification among others	
MR9	Financial Capability (As supported by Audited Accounts for the last three (3) years)	
MR10	<p>Past performance</p> <p>An undertaking from three reputable customers that can be contacted. Include:</p> <ul style="list-style-type: none"> - Company name and Project name - Client's project manager (name and contacts (Phone/email)) 	
MR11	<p>Human Resources: -</p> <p>Give Company Structure indicating clearly the rank and qualifications of the key personnel to be handling this work. Prove of qualification and employment records of the personnel must be provided.</p> <ul style="list-style-type: none"> - Structure with all CVs with valid certificates/referenced experience. 	
MR 12	Submit a completed company's profile using the Confidential Business Questionnaire as provided in this tender document.	
MR 13	Submit a completed Form of Tender (duly signed and stamped by the tenderer)	
MR 14	Tender Security (2% of sum of bid value)	
MR 15	<p>Provide copies of audited accounts for the company for the last three accounting years (2021, 2022 and 2023).</p> <p>Copy of registration certificate and practicing license from a recognized accounting body for the auditor(s) who audited the latest Annual Accounts and or financial statements of the bidder must also be attached.</p>	

MR 16	Provide proof of authorization & support by Microsoft to sell/service in Kenya.	
MR 17	Evidence of Microsoft corporation certification (Proof of company being a Microsoft Certified Partner)	
MR 18	Provide copy of registration from the office of data protection commissioner for: <ul style="list-style-type: none"> • Data controller • Data processor 	
MR 19	Proof of having carried out work of similar nature: Must submit copies of LPO/ letters of Award, Copy of contract, completion certificate and recommendation of successful implementation of a management Information System in at least four (4) public or private universities/ University Colleges of similar size/nature.	
Outcome:		

B. TECHNICAL EVALUATION

The bidders will be evaluated in the technical evaluation stage as two phases:

Phase 1) Expertise of modular development in ERP systems (for core and support services in a university) on a Responsive/Non-responsive basis.

Phase 2) Ability to demonstrate the items in Phase 1 above in a technical demonstration to be held in the University or virtually as may be agreed upon. This will be evaluated on a score rating of 100 marks.

Only those bidders that are responsive to all the areas in evaluation criteria A (MANDATORY REQUIREMENTS) and B (TECHNICAL EVALUATION) below will be subjected to financial evaluation.

B	TECHNICAL REQUIREMENTS	TOTAL POINTS
T1	A detailed Methodology: to include the proposed architecture with licensing plan, test plan, backup and business continuity plan, customization and integration strategy, data migration plan, skill transfer plan, post go- live support strategy	20
T2	Detailed work plan-project organization chart and project Gantt chart	10
T3	Detailed migration and Integration plan with existing ICT databases.	10
T4	<p>Show Proof of having implemented Dynamics 365 BC in public or private universities/ Colleges of similar size/nature.</p> <p>Provide duration tenderer has supplied and supported proposed ERP Upgrade solution.</p> <ul style="list-style-type: none"> - Above 10 years (10) - 5-10 years (5) - Under 5 years (2) 	10
	TOTAL SCROCES SHOULD BE MULTIPLIED BY 2 TO MAKE 100	50×2 =100

3.0. SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

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

3.5 Performance Security

Within Fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to SPU the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.5.2 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to SPU and shall be in the form of:

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

3.5.3 The performance security will be discharged by SPU and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

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

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s).

If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to SPU.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, SPU may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to SPU.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in SPU request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with SPU prior written consent.

3.10 Termination for Default

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

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

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

3.11 Termination of insolvency

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

3.12 Termination for convenience

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

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

3.13 Resolution of disputes

SPU and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

4.0. SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist SPU in providing contract specific information in relation to corresponding clauses in the general conditions of contract. The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of SPU and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated.
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required, must also be incorporated. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	10% of Total Contract Sum
3.8	Specify method and conditions of
3.9	No price adjustments allowed within 12 months
23.14	All Disputes will be resolved by parties to a contract and further a court of law where necessary.
3.17	Constitution of Kenya
3.18	St. Paul's University Private Bag Limuru +254 728 669 000 Email: procurement@spu.ac.ke
Other's as necessary	Complete as necessary

5.0. SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

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

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

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, considering the date prescribed herein from which SPU delivery obligations start (notice of award).

This part includes deliverables under the contract.

Number	Description	Quantity	Delivery Time Start _____
Uptime			
Service level contract			
Implementation plan			
Training plan			
Upgrade plan			
Customization plan			
Local support			

SCOPE OF THE WORK

The implementation of the system will adopt a Sure Step approach, an end-to-end scalable implementation methodology.

All deliverables provided by the Contractor under this project must be reviewed, approved, and signed off by the Vice chancellor of the University, Deputy Vice Chancellor Finance and Administration and the ICT Director.

The tasks for this ToR are scheduled as follows:

Task #	Task Description
1	Conduct business Process mapping and reengineering. <ul style="list-style-type: none">✓ System Design Workshop and Prototype Demo.✓ User Requirements Gathering for the upgrade.
2	Migration of data and objects to Dynamics 365. <ul style="list-style-type: none">✓ Design and Development of the integrated ERP on Dynamics including User Interfaces.✓ Configure Software based on the Software Requirements Specifications (SRS)
3	Conduct User Acceptance Testing (UAT) of the System.
4	Conduct System Training and Capacity Building Initiatives.
5	Develop a Communication Strategy to be Implemented by the University.
6	Deploy the upgraded system to the Production Environment.
7	Provide Post-Implementation Support.
8	Develop Training Materials and update Existing Documentation.

- i. The contractor will be expected to undertake an analysis of the current processes, document them and propose reengineering activities. Then the contractor will undertake a design workshop where they will demonstrate a prototype of the upgraded system as well as the Business Process Mapping Report.
- ii. Once the system design based on the first prototype and input from the design workshop has been completed, subsequent prototype demonstrations to highlight the system's features and functionality will be organized. This will be done through a series of prototype demonstrations, which will give users an opportunity to provide feedback on the system's design. This feedback will then be used to make improvements to the system before it is implemented.
- iii. The contractor will also be expected to undertake User Acceptance Testing (UAT) together with the project team from the Department of ICT. This will ensure that the system works as expected and meets the requirements of stakeholders. Any issues that arise during the testing phase will be addressed before the system goes live.
- iv. The contractor will adopt the Train the Trainer model (ToT) and will ensure that all stakeholders are trained on how to use the new system. They will also develop comprehensive and user-friendly training manuals which provide step-by-step instructions on how to use the system as well as how to carry out Operation & Maintenance of the system. These materials will include a variety of formats such as quick reference guides, videos, visual aids, or interactive online content. In addition, the contractor will develop a communication strategy on the reforms to be implemented by the university.
- v. In addition to training manuals, system training should also be provided to stakeholders. This training should be conducted in a hands-on environment to ensure that stakeholders are comfortable using the system and have the necessary skills to perform their duties effectively. They will also build the capacity of the department of ICT officers and ensure they have the skills and knowledge needed to maintain and update the system over the long term.
- vi. Finally, the contractor will provide post-implementation support. During this time, they will provide technical support, bug fixes, and ongoing training and capacity building for stakeholders. Post-implementation support will help to minimize disruption to operations and ensure that the system continues to meet the needs of all stakeholders.

DELIVERABLES:

- Project Plan.
- Business Process Mapping Report.
- System Design Documents.
- Completed software configuration and graphic designs (UI/UX).
- Functional Design Documents.
- Technical Design Documents.
- Training Plan.
- Complete System documentation and video manuals.
- Demonstrated new upgraded system prototype and BI tool prototype.
- Signed off System Requirements Specifications (SRS).
- Data migration plan and data migration report.
- Agreed upon integration and data importation formats/ Templates.
- Signed off project timelines.
- Project Status Reports.
- Signed off User Acceptance Test Scripts.
- ICT capacity assessment report.
- Change management approach.
- Finalized new upgraded system and BI tool deployed in production environment
- Operational web portals.
- Go-Live Plan.
- Go Live Support SLA.

PRICING AND SCHEDULING

No	ERP Module	Sub- Modules	Process Overview	Unit Cost (Kshs)
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1.	Student Management	Admissions Management	<ul style="list-style-type: none"> ● Capture and manage information of prospects. ● Create marketing campaigns. ● Manage customer complaints. ● Track resolution of customer issues. ● Helpdesk Support. ● Enquiries Management. ● Online application. ● Applicants Shortlisting. ● Documents verification ● Communication to applicants. ● Admission approval process. ● Admission letters management. ● Transition to student. ● Document storage and sharing. ● Workflows Management. 	
		Student Registration	<ul style="list-style-type: none"> ● Student Induction. ● Student data registration. ● Manage multi-citizenships, inter denominations and students with disabilities. ● Course registration. ● Units booking/ registration/ dropping. ● Student records management. ● Academic progress tracking. ● Supplementary/Retakes booking. ● Unit exemptions/ Credit Transfers booking ● KUCCPS Admissions. ● Workflows Management. 	
		Course Management	<ul style="list-style-type: none"> ● Create and Manage programmes ● Create and manage course planners and road maps. ● Programme units' management. 	
		Student finance	<ul style="list-style-type: none"> ● Students billing and Invoicing ● Receipting. ● Setup Fee structures per course/unit. ● Fee statements. 	

			<ul style="list-style-type: none"> ● Proforma invoices. ● Transactions reversal. ● Credit Management. ● Sponsorships management ● Workflows Management. 	
		Lecturers Management	<ul style="list-style-type: none"> ● Create and maintain lecturer profiles ● Lecturer workloads management ● Lecturer claims management. ● Lecturer class attendance tracking. ● Lecturer performance Evaluation. 	
		Timetabling	<ul style="list-style-type: none"> ● Manage lecture/Exam rooms and lesson times. ● Class scheduling. ● Generate semester Teaching Timetables. ● Exams scheduling. ● Generate Semester Exams Timetable. 	
		Class Attendance	<ul style="list-style-type: none"> ● Monitor class attendance. ● Class list. ● Class splitting for large classes. ● Nominal roll. 	
		Hostel Management	<ul style="list-style-type: none"> ● Track Hostel status. ● Manage Hostel Amenities. ● Inventory Allocation. ● Hostel Allocation. ● Accommodation billing ● Hostel transfers ● Hostel Clearance. 	
		Examinations Management	<ul style="list-style-type: none"> ● Generate Exam Cards. ● Exam Attendance monitoring. ● Marks Entry- CAT/Assignment/Final Exam marks processing. ● Examinations Approvals. ● Exam Moderation and Grading. ● Results Reporting. ● Release Exams. ● Generate Transcripts- Official, 	

			Provisional and Results Slip, PHD. <ul style="list-style-type: none"> ● Monitor Pass, Fails and Incomplete results. 	
		Student Welfare	<ul style="list-style-type: none"> ● Delegates Elections Management ● General Elections Management. 	
		Projects & Research	<ul style="list-style-type: none"> ● Students Management. ● Supervisor Allocation/ Management. ● Documents Submission. ● Version Control. ● Track Student Progress. ● Examiners Management ● Defence Scheduling. ● Email/SMS Notifications. ● Postgraduate Administration ● Student Clearance. ● Workflows Management. 	
		Graduation Management/ Alumni	<ul style="list-style-type: none"> ● Manage graduation applications. ● Graduation workflows Management. ● Graduation eligibility verification. ● Communication tracking. ● Certificate Management. ● Alumni management and record keeping. 	
		Quality Assurance	<ul style="list-style-type: none"> ● Real time monitoring of processes. ● Data Visualizations/ Dashboards and Reports. ● Data Modelling. ● Data Analytics and Reporting ● Processes Evaluations. ● Non-conformance reporting ● Schedule and conduct departmental audits. ● Automated generation of audit reports and checklists. ● Integration with risk 	

			<p>management systems.</p> <ul style="list-style-type: none"> ● Business Intelligence/ Dashboard Analytics. 	
2.	Financial Management	General Ledger	<ul style="list-style-type: none"> ● Chart of Accounts ● General Journals ● Dimensions ● Posting groups. ● Support multi-currencies ● Support multi-language ● Intercompany posting ● Account Schedules ● Generate Financial Statements (Income statements, Trial Balance, Balance Sheet, Cash flow) ● Accounting periods ● Cash and cheque transaction reversals. ● Close accounting periods. ● G/L Ledger Entries. 	
		Cash Management	<ul style="list-style-type: none"> ● Create and Manage Bank Accounts. ● Electronic payments and direct debits. ● Check Writing. ● Bank Account reconciliations ● Interbank transfers. ● Workflows Management. ● API Integrations: Banks, MPESA 	
		Accounts Receivables	<ul style="list-style-type: none"> ● Customer management. ● Supplier debtors' transactions processing. ● Receipting and sales Invoicing. ● Sales invoice discounting. ● Currency conversion and exchange rates management. ● Imprest Management. ● Aging reports. ● Credit management. ● Workflows Management. 	
		Accounts Payables	<ul style="list-style-type: none"> ● Vendor Management ● Purchase Invoice processing ● Credit memos. ● Lecturer claims processing 	

			<ul style="list-style-type: none"> ● Payments processing and reconciliation. ● Petty Cash Management ● Online payments integration. ● ETIMS Integration/KRA Tax System Integration Compliance. ● Workflows Management. 	
		Budgets	<ul style="list-style-type: none"> ● Budget creation and management ● Variance analysis. ● Cost centers analysis. ● Cash flow forecasts. 	
		Fixed Asset Management	<ul style="list-style-type: none"> ● Fixed Asset register management. ● Assets Allocation and Maintenance ● Fixed assets transactions processing – provisions, acquisitions, capitalization, depreciation and disposal. ● Fixed Asset insurance. ● Assets reconciliation. ● Workflows Management. 	
		Payroll	<ul style="list-style-type: none"> ● Payroll Administration. ● Payroll data management ● Staff/ Adjunct lecturer/ Casuals payroll processing and disbursement. ● Tax computation and filling. ● Staff benefits management. ● Staff Claims Management. ● Loans/Advances management. ● Prorating Earnings. ● Statutory Deductions. ● Generate payroll EFT Files. ● Payroll journal posting. ● Pay Change management. ● Payslips management. ● Monthly/ Yearly statutory Reports 	
3.	Procurement Management	Procurement Planning	<ul style="list-style-type: none"> ● Define Procurement methods. ● Procurement work plan. ● Tender plans workflows. ● Procurement Budget work plan. 	

			<ul style="list-style-type: none"> ● Workflows Management. 	
		Inventory Management	<ul style="list-style-type: none"> ● Creation and management of Inventory ● Real-time inventory tracking. ● Inventory analysis ● Inventory valuation ● Inventory Costing ● Stores Management. 	
		Purchasing	<ul style="list-style-type: none"> ● Request for Quotations. ● Quotations Analysis. ● Purchase Requisitions. ● Purchase order management. ● Purchase Invoicing. ● Purchase Return Order Management. ● Purchase Discounting. ● Transfer orders management. ● Workflows Management. 	
4.	Human Resource Management	Staff Establishment	<ul style="list-style-type: none"> ● Job roles and responsibilities management. ● Salary structure/grades management. ● Organizational structures ● Staff skill and gap analysis. ● Workforce planning. ● Staff Requirement reports. ● Workflows Management. 	
		Recruitment Management	<ul style="list-style-type: none"> ● Staff Requisition. ● Vacant positions Management. ● Job Applications advertisement and management. ● Applicants screening and selection. ● Interviews management. ● Applicant's shortlisting. ● Staff onboarding. ● Applications Archiving ● Workflows Management. 	
		Employee Management	<ul style="list-style-type: none"> ● Employee data management. ● Employee defendants' management. ● Employee next of kin. ● Employee Qualifications. 	

			<ul style="list-style-type: none"> ● Employee Beneficiaries. ● Employee Professional membership. ● Workflows Management.
		Induction	<ul style="list-style-type: none"> ● Automated onboarding workflows ● New staff document storage and management. ● Induction training management.
		Leave Management	<ul style="list-style-type: none"> ● Absence management. ● Leave planner and scheduler management. ● Online leave requests and approval workflows. ● Leave accrual and balance tracking. ● Leave carry-forward. ● Leave journals. ● Leave Proration. ● Leave allowances processing. ● Workflows Management.
		Training and Development	<ul style="list-style-type: none"> ● Training Assessment Needs Analysis. ● Training requisition. ● Staff bonding. ● After Training Assessment. ● Training Attendance report. ● Workflows Management.
		Performance Appraisal Management	<ul style="list-style-type: none"> ● Job satisfaction analysis ● KPI's setting. ● Staff Training and development needs ● Feedback mechanisms. ● Performance metrics and analytics. ● Workflows Management.
		Career Planning/ Development	<ul style="list-style-type: none"> ● Staff Promotions management. ● Management of succession planning programs. ● Track employee certificates. ● Workflows Management.

		Employee benefits	<ul style="list-style-type: none"> ● Centralized database for storing employee benefit information. ● Pension Management. ● Medical cover management. ● Workflows Management. 	
		Rewards	<ul style="list-style-type: none"> ● Performance metrics computation. ● Compensation Management. ● Bonus management. ● Workflows Management. 	
		Contracts Evaluations	<ul style="list-style-type: none"> ● Automated reminders for renewals and expirations. ● Tracking contract status and performance metrics. ● Repository for contract documents. ● Workflows Management. 	
		Disciplinary management	<ul style="list-style-type: none"> ● Incident reporting. ● Investigation management. ● Disciplinary Action. ● Appeal Process. ● Records management. ● Workflows Management. 	
		Staff Clearance	<ul style="list-style-type: none"> ● Automated off boarding and transfers workflow. ● Automated reminders of employees' retirement period. ● Track employee turnover. ● Workflows Management. 	
5.	Web Portals	Enquiries/ Applications Portal	<ul style="list-style-type: none"> ● Capture inquiry information. ● Inquiry Analytics Tools. ● Automated Responses. ● Knowledge Base: Frequently asked Questions Database. ● File uploads. ● Online Chat. ● Email/SMS Notifications. ● Integrated to Website. ● Workflows Management ● Integration to ERP. ● Online Application Form. ● Documents upload. ● Online Payment gateway; 	

			<p>MPESA, Banks.</p> <ul style="list-style-type: none"> ● Application's verification. ● Real- Time Application Status Tracking. ● Email/SMS Notifications ● Enrolment. ● Workflows Management ● Integration to ERP. 	
		<p>Students Portal</p>	<ul style="list-style-type: none"> ● Self Service Portal; Reset Password, Update information. ● Student Data Dashboard. ● Notice Board. ● Online payment gateway via MPESA. ● Financials: <ul style="list-style-type: none"> ✓ Fee Status. ✓ Fee Statements ✓ Receipts ✓ Proforma Invoices. ● Academics: <ul style="list-style-type: none"> ✓ Registered Units statistics, ✓ Attempted Units, ✓ Timetable, ✓ Course/ Unit Registration, ✓ Retakes, ✓ Special Examinations, ✓ Supplementary Exams, ✓ Course Evaluation. ● Academic Requisitions: <ul style="list-style-type: none"> ✓ Credit Transfers, ✓ Campus Transfer ✓ Deferment ✓ Programme Change. ● Examinations: <ul style="list-style-type: none"> ✓ Exam Card ✓ Transcripts ✓ Result Slips. ● Graduation. ● Hostel Booking. ● Elections Portal Integration. ● Students Documents section. ● Student Clearance. ● Workflows Management 	

			<ul style="list-style-type: none"> ● Integration to ERP. 	
		Staff Portal	<ul style="list-style-type: none"> ● Dashboard: Personal Information, Notice board, Leave Balance, Imprest analytics, Knowledge Base. ● Self service: Reset Password, Update Information, Update qualifications, Upload files. ● Document Management. ● Timetables. ● Financials: <ul style="list-style-type: none"> ✓ Imprest requisition. ✓ Imprest Surrender. ✓ Purchase Requisition. ✓ Stores Requisition. ✓ Asset Transfer. ✓ Petty Cash Requisition. ● HR: <ul style="list-style-type: none"> ✓ Leave Application. ✓ Performance Appraisal ✓ Staff Requisition (HODs) ✓ Training and Development ✓ Contract Evaluation. ✓ HELB Declaration ✓ HR Satisfaction Metrics tool. ✓ Gratuity Request. ✓ Staff Clearance ✓ Exit Interview. ● Payroll <ul style="list-style-type: none"> ✓ Payslips ✓ P9 ● Assigned Assets ● Workflows Management ● Integration to ERP. 	
		Recruitment Portal	<ul style="list-style-type: none"> ● Job Advertisement ● Candidate Registration ● Job Application ● Application status tracking ● Interview Scheduling ● Email/SMS Notifications. ● Shortlisting 	

			<ul style="list-style-type: none"> ● Onboarding ● Integration to ERP. 	
6.	Licenses	Microsoft Dynamics Business Central 365 Licenses.	<ul style="list-style-type: none"> ● 25 BC perpetual Licenses. ● Any Additional License Costs (BREP or Penalties). 	
7.	Annual Support Maintenance	Support Maintenance	<ul style="list-style-type: none"> ● Annual Support Maintenance after Go live. 	
Total Cost				

TECHNICAL REQUIREMENTS

- **Platform Compatibility:**
 - Cloud-based or on premise deployment options
 - Compatibility with various operating systems (Windows, Linux, macOS)
 - Integration with existing IT infrastructure and Systems.
- **Security and Compliance:**
 - Data encryption and security protocols
 - Data Ownership and Security.
 - Compliance with industry standards.
 - Disaster recovery and business continuity plans.
- **Performance and Scalability:**
 - Scalability to accommodate future growth.
 - High performance and responsiveness.
 - Load testing and performance benchmarking.

- **User Interface and Experience:**

- User-friendly interface with intuitive navigation

- Customizable dashboards and reports
- Mobile accessibility for remote access
- **Implementation Methodology:**
 - Detailed implementation plan
 - Risk management strategy
 - Change management process
- **User Training and ERP Support:**
 - Conduct user Training at all Levels of the University:
 - Top Level Management
 - Deans, Head of Departments, Directors, and ERP Champions.
 - Functional Departmental Users.
 - ICT Department (ERP Project Lead, System Administrators, ICT Technicians)
- **System Documentation**
 - User Manuals and Video guides.
 - Technical documentation for IT personnel
 - Object versioning details.
 - Handover reports for completed modules.
- **ERP Licenses**
 - Cost breakdown of 25 Microsoft licenses.
 - Flexibility on purchase of Licenses.
 - Additional license requirements cost.
- **Customization and Development Rights**
 - Restrictions on customizations and object modifications.
 - License restrictions.
- **Systems Computing Requirements**
 - Minimum Servers specifications.

✓Database Server

45

✓ERP Server

- ✓ Portals/ API Server
- ✓ Operating Systems Costs (Preferably 2022/2025 versions)
- Provide an alternative cost breakdown of Cloud Hosting the platform as an option.
 - ✓ Highly available and scalable cloud environment to support the ERP system and integrated portals architecture.
 - ✓ Proposed architecture should have Virtual networks/VPNs for secure communication between on premise systems and cloud infrastructure.
 - ✓ AD Connect for hybrid identity synchronization where on-premises Active Directory remains in use.
 - ✓ Detailed Cloud computation costs per year.
 - ✓ Licenses costs.

Vendor Requirements:

- **Experience and Expertise:**

- Evidence of Microsoft corporation certification (Proof of company being a Microsoft Certified Partner).
- Proof of adequate staff to develop, maintain and support Dynamics 365 ERP Solution. Provide CVs of One (1) project manager and at least 5 technical team members comprising of the following:
 - ✓ A Project Manager (1) - Minimum a Bachelor's Degree and Certifications in Project Management. Must have undertaken at least 2 similar projects as PM.
 - ✓ Two (2) Solutions Engineers/Developers/ Architect - Minimum a Bachelor's Degree in CS/IT or related and Certifications in Microsoft Dynamics 365. At least 5 Years' experience undertaking similar projects.
 - ✓ Two (2) Portal Developers - Minimum a Bachelor's Degree in CS/IT or related and Certifications in at least one web-based programming language. At least 5 Years' experience undertaking similar projects.
 - ✓ One (1) Data Migration Expert- Minimum a Bachelor's Degree CS/IT or related and Certifications in data/database administration. At least 3 Years' experience undertaking similar projects.
 - ✓ Process/System analyst - Minimum a Bachelor's Degree CS/IT or related and Certifications in data/database administration. At least 3 Years' experience undertaking similar projects.
- Provide copy of registration from the office of data protection commissioner for:

- ✓ Data controller
- ✓ Data processor
- Proven track record in ERP implementation and support
- Strong project management capabilities.
- **Support and Maintenance:**
 - 24/7 technical support.
 - Regular software Maintenance.
 - Training and knowledge transfer.
 - Service Level Agreement Strategy.

6.0. SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

7.0. FORM OF TENDER

St. Paul's University

Private Bag Limuru

Tender No: SPU/TNDR/S/01/ERPUPGRADE/2024-2025

Tender Name: **SUPPLY, IMPLEMENTATION PROPOSED ERP SYSTEM UPGRADE OF THE MICROSOFT DYNAMICS 365 BUSINESS CENTRAL VERSION 2024 FOR ST. PAUL'S UNIVERSITY**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Microsoft dynamic 365businesscentral version 2024 under this tender in conformity with the said Tender document for the sum of Ksh:.....[Total Tender amount in words]..... or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Microsoft dynamic 365businesscentral version 2024 accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this day of..... 2024

.....

[Signature] [In the capacity of] Duly authorized to sign tender for and on behalf of

8.0. PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ___ of _____

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item	Unit Price of other incidental services payable

Signature of tenderer _____

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

9.0. CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “SPU ”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part. WHEREAS SPU invited tenders for SUPPLY, IMPLEMENTATION PROPOSED ERP SYSTEM UPGRADE OF THE MICROSOFT DYNAMICS 365 BUSINESS CENTRAL VERSION 2024 FOR ST. PAUL’S UNIVERSITY and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Tender Form and the Price Schedule submitted by the tenderer;
 - b. The Details of cover
 - c. The General Conditions of Contract
 - d. The Special Conditions of Contract
 - e. SPU Notification of Award.
3. In consideration of the payments to be made by SPU to the tenderer as hereinafter mentioned, the tenderer hereby covenants with SPU to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. SPU hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for SPU) Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

10.0. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1: General:

- 1.1: Business Name
- 1.2: Location of business premises
- 1.3: Plot No.
- 1.4: Street/Road
- 1.5: Postal Address
- 1.6: Office Tel. No.
- 1.7: Mobile:.....
- 1.8: Fax No:.....
- 1.9: Email Address:.....
- 1.10: Nature of business:.....
- 1.11: Registration Certificate No.
- 1.12: Maximum value of business which you can handle at any one time Kshs.
- 1.13: Name of your bankers Branch

Part 2(a) - Sole Proprietor:

- 2a.1: Your name in full Age 2a.2:
Nationality Country of origin
Citizenship details.....

Party 2(b) - Partnership

2b.1: Give details of partners as follows

2b.2: Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2(c) - Registered Company:

2c.1: Private or public

2c.2: State the nominal and issued capital of the company -

Nominal Kshs. Issued Kshs..... 2c.3:

Give details of all directors as follows

Name Nationality

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

Citizenship Details Shares

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

Part 3 - Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the SPU Board?

Yes..... No:.....

3.2: If answer in '3.1' is YES give the relationship:.....

3.3: Does an Employee as in "3.1" above, sit in the Board of Directors or Management of your Organization Subsidiaries or Joint Ventures? Yes..... No.....

3.4: If answer in '3.3' above is YES give details.....

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

3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past

directly or indirectly with a firm or any of its affiliates that have been engaged by SPU to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes..... No.....

3.6: If answer in '3.5' above is YES give details.....

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

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices? Yes..... No.....

3.8: If answer in '3.7' above is YES give details.....

.....
.....

3.9: Have you offered or given anything of value to influence the procurement process?
Yes..... No.....

3.10: If answer in '3.9' above is YES give
details.....
.....
.....
.....

I DECLARE that the information given on this form is correct to the best of my
knowledge and belief. Date: Signature of Candidate:.....

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization
or registration.

11.0. TENDER SECURITY FORM (2% TENDER SUM)

Whereas(hereinafter called <the tenderer> has submitted its bid [name of Bidder] datedfor the Supply, Implementation and Support of Management Information System and Enterprise Resource Planning for St. Paul’s University (hereinafter called <the tender? [Date of submission of bid] KNOW ALL PEOPLE by these presents that WE of..... having [Name of bank] [Name of country]

Our registered office at (Herein after called <the procuring entity> in [Name of procuring entity] the sum of Kshs..... for which payment well and truly to be made to [state the amount] SPU, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of2019. THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by SPU on the Form; or
2. If the tender, having been notified of the acceptance of its tender by SPU during the period of tender validity fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security, in accordance with the Instructions to tenders. We undertake to pay to SPU up to the above amount upon receipt of its first written demand, without The ERP having to substantiate its demand, provided that in its demand The University will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s) This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

Signature: Date: Official Stamp:
.....

12.0. PERFORMANCE SECURITY FORM

To:
[Name of SPU]

WHEREAS..... [Name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 ____ to Supply, Implementation and Support of Management Information System and Enterprise Resource Planning for St. Paul’s University.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, Up to a total of
.....

[Amount of the guarantee in words and figures],

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

This guarantee is valid until the ____ day of
20 _____ Signature

and seal of the
Guarantors _____ [na
me of bank or financial institution]

_____ [address] _____

[date]

4.0. OATHS AND STATUTORY DECLARATION FORM

PUBLIC OF KENYA OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT NO. 33 OF 2015

I ... of P.O Box.....Being a resident of..... In the Republic of Kenya do hereby make oath and state as follows:-

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....(name of the Candidate) which is a Candidate in respect of Tender Number... to supply goods, render services and/or carry out works for SPU and duly authorized and competent to make this Affidavit.
- 2. THAT the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of SPU, which is the procuring entity.
- 3. THAT the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of SPU.
- 4. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at..... by the said}

.....} Name of chief

Executive/Managing Director/}

Principal Officer/Director }

On this..... day of 20 }

}

} _____

} DEPONENT

Before me }}

Commissioner for Oaths